FIRST AVENUE HOTEL

High Holborn, W.C. LONDON.

Very convenient for solicitors and clients visiting Very convenient for solicitors and clients visiting London. Opposite Chancery-lane, and a few doors from "Tube" Station. A most comfortable first-class hotel for families and gentlemen. Quiet bedrooms. with private bath-rooms adjoining, over-looking Gray's-inn Gardens. Moderate tariff; no charge for attendance. Best hotel garage in London, Telegrams: "Firavtel, London."

GORDON HOTELS, LIMITED.

LAW REVERSIONARY INTEREST SOCIETY LIMITED.

THANET HOUSE, 231-232 STRAND, LONDON, W.C.

REMOVED FROM No. 24 LINCOLN'S INN FIELDS, LONDON, W.C. ESTABLISHED 1853,

Capital Stock ... *** Debenture Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Offices.

W. OSCAR NASH, F.I.A., Actuary and Secretary.

THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

Vol. 55 of The Solicitors' Journal and Werkly Reporter com-menced on October 29th, 1910. Annual Subscription, which must be paid in advance: £1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d. HALF-YEARLY AND QUARTERLY SUSSCRIPTIONS IN PROPORTION.

Cheques payable to H. Villers.

OFFICE: 27, CHANCERY LANE.

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1826.

FUNDS	***	***	1.01	***	£7,500,000
INCOME	***	***	***		£1,024,000
NEW BUS	SINE	SS 19	10	***	£3,315,000
BUSINES	S IN	FOR	CE		£27.713.000

THE PERFECTED SYSTEM of Life Assurance

is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WHOLE LIFE.-WITHOUT PROFITS,

Age	Premium	Age	Premium	Age	Premium		
90	£1 7 8 %.	30	£1 16 %.	40	£2 10 °/.		

Rate of Bonus at last three Valuations, £1 18s. % per annum £1,000 POLICY WITH BONUSES

According to last results.

Valuation at 21 p.c. :- Om. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1.199	£1,438	£1.724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

The Solicitors' Journal

and Weekly Reporter.

LONDON, AUGUST 19, 1911.

- The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
 - All letters intended for publication must be authenticated by the name of the writer.

Annual Subscription, 26s., by post 28s., half-yearly and quarterly in proportion.

Contents.

CURRENT TOPICS	728 724	WINDING-UP NOTICES	799 780 780
Enfranchisement	727	BANKRUPTCY NOTICES	731

Cases Reported this Week.

Cope and Another v. Bennett and Another; Alfred Harris,	
Third Party	725
Rex v. Banks	727
Rex v. Commissioner of Police, Ex parte Randall; Rex v. Commissioner of Police, Ex parte Humphries	726

Current Topics.

Evidence for Foreign Tribunals.

WE PRINT elsewhere from the London Gazette of the 11th inst. an order in Council which has been made under the Foreign Tribunals Evidence Act, 1856, and the Evidence by Commission Act, 1859. By the former Act it is provided that courts having authority under the Act may order the examination of persons whose evidence is required for use in a civil or commercial matter pending in a foreign court; and by the Evidence by Commission Act similar provision is made for taking evidence in suits pending in tribunals in the King's Dominions in places out of the jurisdiction of such tribunals. The courts which have authority under the Acts are the superior courts in the United Kingdom, and such supreme courts in any of the British colonies or possessions and such judges in any such colony or possession as may be appointed for the purpose by Order in Council. The present order appoints for this purpose a number of courts in India and Burma and the judges of those courts.

The Passing of the Veto Bill.

NOTWITHSTANDING THAT the Parliament Bill has been the subject of acute political controversy we must not omit to chronicle that it has now become law, and as the Parliament Act, 1911, it effects a fundamental constitutional change. The mode in which it passed the House of Lords will soon be matter of history, and it will be for future writers on constitutional law to consider whether Lord Morley's declaration as to the intention of the Government, in the event of defeat, to procure such a creation of peers as would safeguard the measure against all possible combinations in the House of Lords was in accordance with the theory of the constitution or not. "On any matter," says Prof. DICEY (Law of the Constitution, 7th ed. p. 455), "upon which the electors are firmly resolved, a premier, who is in effect the representative of the House of Commons, has the means of coercion, namely, the creation of peers. In a country, indeed, like England, things are rarely carried to this extreme length. The knowledge that a power can be exercised constantly prevents its being actually put in force." The accuracy of this remark has been justified on the present occasion. The possibility of the creation of peers in order to pass a particular measure has become a commonplace of the text-books. The justification of a threat to turn this possibility into the fact of

creation depends on the circumstances of each particular case, and these circumstances in the present case are outside our

The Parliament Act, 1911.

As To the Parliament Act itself, it is to be noticed that the preamble commits the Legislature to the reform of the House of Lords. "It is intended," so it runs, "to substitute for the House of Lords, as it at present exists, a Second Chamber constituted on a popular instead of a hereditary basis"; and the Act is only designed to restrict the powers of the House of Lords until a measure can be passed for effecting such substitution and for limiting and defining the powers of the new Second Chamber. One Parliament, of course, cannot bind its successors, but this is a clear declaration against Single Chamber Government. The Act itself, by section 1, defines the term "money bill," and expressly deprives the House of Lords of any power to amend such a bill. If a money bill has been passed by the House of Commons, and sent up to the House of Lords at least one month before the end of the session, it will, if the House of Lords fail to pass it without amendment within one month after it has been sent up, be presented for the Royal Assent without their concurrence. By section 2 any public bill other than a meney bill, passed by the House of Commons in three successive sessions (whether in the same Parliament or not), and sent up to the House of Lords one month before the end of the session, if rejected by the House of Lords in each session, will be presented for the Royal Assent without their concurrence; but two years must elapse between the date of the second reading in the first session and the passing of the Bill by the House of Commons in the third session. Section 5 alters the Septennial Act, 1715, by reducing the maximum duration of a Parliament from seven to five years.

The Payment of Members.

Another Parliamentary change has been effected in the acceptance of the proposal that members of the House of Commons shall receive a salary for their services. This, indeed, is no more than a reverting to ancient practice, but none the less it constitutes a material change in the terms on which members of the House of Commons undertake their duties. mediate cause of the change has been the decision in the Osborne case (1910, A. C. 87), which deprived members of the Labour Party of a salary from the source to which they had been accustomed to look, though of course the proposal is much older than that decision. Whether and in what way it will change the character of the House of Commons only experience can shew; but considering how largely the House is made up of lawyers of both branches of tue profession, and the demand which political work makes upon their time, we do not regret that there should be some set-off to the pecuniary loss which they suffer. We are probably right in saying that in all legislatures lawyers play a prominent, if not a predominating, part, and the change will certainly not diminish their influence. An interesting question was raised by Mr. CAVE, K.C., as to the capacity of members to vote on a question of payment to themselves, but the Chairman of the Committee quoted a dictum of Mr. Speaker GULLY's, that a member is disqualified from voting upon any question in which he has a direct personal pecuniary interest of a private and particular and not of a public and general nature, and he held that the payment of salaries fell within the latter words. The members voting had a direct pecuniary interest-of that there could be no doubt : but it was of a public and general nature. Consequently, the present House of Commons participates in the change, and £252,000 was voted accordingly.

Liability for Goods Ordered by Wife.

A BILL, WHICH has been introduced in the House of Commons by Mr. NEWTON under the name of the Married Women's Property Amendment Bill, proposes to deal with the difficulty which tradesmen find in discovering who is the person legally

the husband, and the tradesman's right of action is against the husband alone. And this is so, it is pointed out in a prefatory memorandum to the Bill, notwithstanding that the married woman does not disclose the fact of her marriage or the identity of her husband, and that she does not disclaim personal liability in ordering the goods. Hence the tradesman is able to bring an action only against the husband, notwithstanding that he did not intend to give credit to the husband, and although it may turn out that the married woman has property and the husband has none: see Paquin Ltd. v. Beauclerk (1906, A.C. 148). On the other hand, if he sues the husband, he may find that the husband has, in fact, excluded his liability for goods ordered by his wife by some arrangement of which the tradesman was not aware, and as to which he had not the means of knowledge: Morel Brothers & Co. v. Earl of Westmoreland (1904, A. C. 11). The Bill provides that where a married woman makes a contract as agent for her husband without stating to the other party that she is acting only as such agent, she shall be liable in respect of the contract to the same extent as, under the Married Women's Property Act, 1893, she would be liable in respect of a contract entered into by her otherwise than an agent. To this there are added provisoes enabling a married woman to discharge her liability in the same way as any other agent who makes a contract on behalf of an undisclosed principal; and preserving the liability of the husband in respect of a contract made by his wife as agent for him.

A Husband's Liability for his Wife's Torts.

ANOTHER ASPECT of the liabilities of husband and wife is dealt with in the Husband and Wife (Torts) Bill, which also has been introduced by Mr. Newton. At common law the husband is a necessary defendant to an action in respect of torts committed by his wife after marriage. As to her torts committed before marriage he becomes liable to the extent of any property which he takes through her. But under the Married Women's Property Act, 1882, a married woman is capable of being sued either in contract or in tort or otherwise in all respects as if she were a feme sole, and her husband need not be joined with her as defendant. In Seroka v. Kattenberg (17 Q. B. D. 177), however, the Divisional Court refused to admit that the statute had the effect of releasing the husband from his common law liability. It was passed in relief of married women, not of their husbands, and its words, it was held, could be satisfied by giving the plaintiff the option either of suing the married woman alone, or of joining her husband. Judgment, said MATHEW, J., may be entered against the wife, and execution issued against her separate property, if she has any; but where she has more, the plaintiff is entitled to add the husband as a co-defendant. And the same view was taken by the Court of Appeal in Earle v. Kingscote (1900, 2 Ch. 585). The present of Appeal in Earle v. Kingscote (1900, 2 Ch. 585). Bill proposes to put an end to this singular survival of the common law rule, and to exempt the husband from liability for torts committed by his wife, save in cases where this has been done with his authority, or where he has participated in them, Both Bills were marked for second reading this week, but there is, of course, no chance of their proceeding. They propose, however, practical and necessary reforms, for which an opportunity should

Nulsance from the Sale of Motor Spirit.

THE SIXTH Chamber of the Tribunal of the Seine has been recently engaged in a case of some novelty under the law of landlord and tenant. By article 1728 of the Code Civil, a lessee is subject to an obligation to use the thing hired in a careful manner, and according to the destination given to it by the lease, or to be presumed from circumstances in default of agreement. The defendant, a shopkeeper and lessee of a ground floor near the Gare du Nord, was authorized by his lease to sell oil for ordinary domestic purposes, including the preparation of food and medicine. His customers were principally automobilists, and his business increased to such a point that his daily sales of oil amounted, upon an average, to liable for goods ordered by a married woman. At present the two thousand litres. The plaintiff, his landlord, complained prima facie liability, when a married woman orders goods, is on that this business was wholly different from that contemplated

by the lease; that the building, of which the shop formed part, was rendered uninhabitable by the concourse of motor carriages of every description succeeding each other day and night at brief intervals, interfering with the access and exit of the tenants on the upper floors, and causing a nuisance by noise and from the unpleasant odour of the oil, which was spilt on the pavement. Having failed to obtain any diminution of these grievances, he brought his action, asking for a rescission of the lease and for damages. The question was, of course, whether the sale of motor spirit or oil was authorized by the lease. The Court, upon proof to at the motor oil was sold in sealed cans and was never poured out or spilt in the shop, came to the conclusion that the sale was attended with no extraordinary risk, and dismissed the action, thinking that the defendant had done nothing which was inconsistent with the terms of his lease, and that the alleged nuisance upon the highway from the unpleasant smell of the oil and the collection of an extraordinary number of vehicles was matter for the consideration of the municipality and could not be relied upon by the landlord as part of his cause of action. We are disposed to think that the English courts would have been less indulgent to the tenant, but the case is another instance of the disturbance which motor traffic has introduced into the daily life of great cities.

d

al

"Common Law Marriages" in the United States-NEARLY A hundred years have passed since the legislature of this country placed certain restrictions upon the validity of Gretna Green marriages, but the law of Scotland remains unaltered, that a deliberate and unconditional consent of both parties to a present marriage is sufficient to prove marriage, and that this consent may be given orally or in writing. This being the law in a country whose institutions, like our own, go back to a remote period of history, it is rather strange to find that a movement is on foot in the United States for the abrogation of the so-called "common law marriage," a movement which, in spite of the difficulties of Federal and State legislation, seems likely to be attended with success. American courts have for a long time leaned strongly in favour of marriage by mere consent; they bave interpreted statutes in that spirit and-with the exception of Massachusetts, Maryland and the Virginias-all the States have, at one time or another, recognized common law marriages, and the majority recognize them now. There is still a considerable sentiment, if not in their favour, at least against their being refused legal recognition. But the objections to irregular marriages have gone on increasing, and the law which is now proposed provides, in substance, that a marriage may be validly contracted only after a licence has been issued therefor, and either before any person authorized by the laws of the State to celebrate marriages, or in accordance with the customs or rules of a religious society, denomination or sect. The object of the requirement of a licence is that only in this way is adequate recognition given to the civil character of the marriage contract. In most European countries and in a number of Latin American States the development has been towards a compulsory civil marriage solemnized by some State functionary, so that a clergyman cannot even act as the representative of State authority. For such a policy of utter secularization there appears to be no general demand in the American Commonwealth, and it would probably arouse strong opposition. The progress of the American legislation in this matter will be followed with interest in this country, which has already entered upon elaborate enquiries into the laws of marriage and divorce.

The Custody of Ancient Documents.

WE READ in an American newspaper that the judge of a county court in the State of New York recently ordered the district attorney to burn the grand jury minutes, which had accumulated between the years 1837 and 1900. Up to the latter year grand jurors took the minutes themselves, writing them out in longband. The district attorney had moved from the county court house to a new office which afforded no accommodation for the storage of old documents, and the minutes n question had not only ceased to be of any value as records, but bad lain so long in the cellars that they were infested with vermin. The records of indictments and of the trials of person. proviso to the section of any practical use.

accused have been retained, so that no one will be injured by the destruction of the minutes. The burden arising from the accumulation of official documents is of course far heavier in this country than in the United States. It appears from the proceeding of the Royal Commission on public records that the papers of the Privy Council, including plantation books, have been accumulated for centuries and are in a good state of preser-There are also about three quarters of a million of unbound papers in the Colonial Office. Many persons will be disposed to think that a careful examination of these records might lead to the discovery of facts of much interest to the historians of England and its dependencies.

Peaceful Picketing.

THE CIRCULAR letter on the subject of intimidation during trade disputes, which has been i-sued by the Home Office to the Chief Constables of Police Forces in England and Wales, contains a clear and useful statement of the existing law as to picketing, and it points out the practical difficulties which still have to be faced in distinguishing between lawful and unlawful picketing. Previously to the Trade Disputes Act, 1906, the law depended on section 7 of the Conspiracy and Protection of Property Act, 1875, and the interpretation placed upon it by the Court of Appeal in Lyons & Sons v. Wilkins (1896, 1 Ch. 811; 1899, 1 Ch. 255). That enactment imposed penalties on certain acts done wrongfully and without legal authority, with a view to compel any person to abstain from doing or to do any act which that person had a legal right to do or abstain from doing; and among the acts at which it was aimed were-using violence to or intimidating any person or his wife or children, or injuring his property (clause 1); and watching or besetting the house or other place where such person resided or worked, or the approach to such house or place (clause 4); and the section concluded with the proviso that attending at or near the house or place where a person resided or worked, or the approach to such house or place, in order merely to obtain or communicate information, should not be deemed a watching or besetting within the meaning of the section.

It is obvious that the section was intended to permit picketing to some extent, but to what extent it enabled strikes to be made effective for this purpose was left doubtful till Lyons & Sons v. Wilkins (supra). At the commencement of his judgment in the first decision, LINDLEY, L.J., pointed out the difficulty in making strikes effective unless other workmen could be prevented from taking the place of the strikers, and he observed that this was a power which Parliament had not placed in the hands of the workmen. "By the law of this country no one has ever, and no set of people have ever, had that right or power. If Parliament chooses to confer it on trade unions it will do so as and when it thinks proper; but it is idle to pretend not to see that this struggle exists. Trade unions have now been recognised, up to a certain point, as organs for good. They are the only means by which workmen can protect themselves from tyranny on the part of those who employ them; but the moment that trade unions become tyrants in their turn, they are engines for evil; they have no right to prevent any man from working upon such terms as he chooses." The latter remark was a natural preface to the restricted, but perhaps necessary, construction which the Court of Appeal placed upon the terms of the Act. The proviso at the end of section 7, it was held, only cut down the previous general prohibition of watching and besetting so far as was necessary to give effect to the particular purpose authorized by the proviso, that is, "merely to obtain or communicate information." Referring to the conduct actually in question in the case, LINDLEY, L.J., said: "[The pickets] are there to put pressure upon Messrs. LYONS by persuading people not to enter into their employment, and that is watching and besetting within clause 4, and is not attending merely in order to obtain or communicate information." But since the very object of picketing is to persuade workmen to leave their work or new workmen not to take the place of the strikers, this decision deprived the

to the au sci pa bu was elected as the will was sort local appearance the do per the do

kee as pre

app exc dis

res

not

the

diff

ma sen

mo

hay

seti

a s

the

tha

was

poi

loca

DOW

sup

pow

The first decision in Lyons & Sons v. Wilkins was given on a motion for an interlocutory injunction, and, before the trial of the action, the House of Lords had given judgment in Allen v. Flood (1898, A.C. 1), and had thereby enlarged the right of trade unions to carry out their objects in combination. Provided that the combination was not in itself unlawful, those who engaged in it did not, so it was held, render themselves liable to a civil action by reason of the fact that their acts were intended to damage someone else. On the second hearing of Lyons & Sons Wilkins (1899, 1 Ch. 255), an attempt was made to use the decision for the purpose of obtaining a broader construction of section 7 of the Act of 1875. That section, it was pointed out, is prefaced by the word "wrongfully," and any conduct in pursuance of a strike which was authorized by Allen v. Flood could not be treated as "wrongful" within the meaning of the section. But the Court of Appeal held that the words "wrongfully and without legal authority" were not intended as a general qualification of the acts specified in the following They were only meant to provide for any unforeseen case where acts which, prima facie, fell within the prohibi-tion of the section, might nevertheless be capable of some lawful excuse or justification. Hence the Court of Appeal affirmed the view against peaceful picketing which had been expressed on the former occasion.

It was not likely that the matter would be allowed to rest here, and the whole question of trade disputes and trade combinations and the law affecting them was referred to a Royal Commission, which reported in January, 1906. The majority report pointed out that it was assumed, when the Act of 1875 was passing through Parliament, that it would legalize picketing for the purpose of persuasion, and for this reason the Government of the day declined to insert words putting peaceful persuasion on the same footing as communicating and obtaining information. At the same time the report recognized the difficulty of drawing the line between persuasive picketing and violence. Picketing, as such, it ran, "must savour of compulsion, and it cannot be doubted that it is because it is found to compel that trade unions systematically resort to it. It is obvious how easy it must be to pass from the language of persuasion into that of abuse, and from words of abuse to threats and acts of Accordingly the report did not recommend the direct legalizing of peaceful picketing, but it proposed to strike out all reference to watching and besetting—that is to picketing—and to provide only that it should be an offence to act "in such a manner as to cause a reasonable apprehension in the mind of any person that violence will be used to him or his wife or family, or damage be done to his property.

This course, however, was not adopted by the Legislature, and, if it had been, the extent to which picketing could be exercised, would probably have been left still more indefinite than it is. In any view the question is attended with practical difficulties. Lord LINDLEY, in the passage quoted above, puts the case against compulsion of strikers very forcibly, and actual compulsion of course cannot be allowed; but he recognized the necessity for trade unions, and trade unions cannot work effectively if they have no means of inducing common action on the part of the workmen. Strikes are a form of warfare, and no doubt in time the necessity for strikes will be avoided by provision for the peaceful settlement of trade disputes. Considerable progress in this direction has already been made, but, either by goodwill and good sense on the part of employers and workmen, or by legislative interference, it will have to be carried further before the procedure of striking is abandoned. In the Trade Dispute Act, 1906, Parliament did not adopt the recommendation of the Commission, but cancelled the proviso to section 7 of the Conspiracy and Protection of Property Act, 1875, and instead of it, inserted a proviso expressly legalizing picketing for the purpose of persuasion; that is, it authorized persons, acting on behalf of a trade union, to attend at or near the house or place where any person resides or works, "if they so attend merely for the purpose of peacefully obtaining or communicating information, or of peacefully persuading any person to work or abstain from working."

It is thus settled that trade unions are entitled to employ

picketing for the purpose of making a strike effective, so far as this is possible by peaceful persuasion. But, as pointed out in the Home Office circular letter, the chief difficulty on the part of the police, in dealing with strikes, is to distinguish between peaceful picketing and picketing which amounts to intimidation, and it is suggested that for practical purposes the numbers of the picket may be taken as a test. Persuasion, as such, is not made more effective by the number who attempt to persuade, Where numerous workmen have to be spoken to, the size of the picket will naturally be increased, but in that case the members of the picket will not all be acting together. In cases where the size of the picket and the mode in which it is disposed go beyond the reasonable use of persuasion, it is fair to assume that the surplus strength points to intimidation. Moreover, it may not always be practicable to distinguish between the actual pickets and other persons who are attracted to the scene, and the Home Secretary makes the useful suggestion that the pickets should wear a badge which would enable them to be recognized by the police. Any persons who are merely elements of disorder could then be cleared away without interfering with the legitimate operation of the strikers. But, as intimated above, it is to be hoped that the need for such operation will be obviated by recourse to more sensible measures for settling disputes.

New Orders, &c.

Evidence for Foreign Tribunals and Evidence on Commission.

ORDER IN COUNCIL.

Whereas by the Foreign Tribunals Evidence Act, 1856, it is (amongst other things) enacted that any Supreme Court in any of His Majesty's Colonies or Possessions abroad, and any Judge of any such Court, and every Judge in any such Colony or Possession who, by any Order of His Majesty in Council may be appointed for this purpose, shall respectively be Courts and Judges having authority under the said Act

And whereas a like provision is made by the Evidence by Com-

mission Act, 1859;

And whereas it is expedient to appoint Judges having authority under the said Acts in the North-Western Provinces of India, the Punjab, Lower Burma, Oudh, Coorg, the Central Provinces of India, Upper Burma, the North-West Frontier Province of India and Sind respectively.

Now, therefore, His Majesty, by virtue and in exercise of the powers in this behalf by the Foreign Tribunals Evidence Act, 1856, and the Evidence by Commission Act, 1859, in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the respective Judges and their successors in office, of the Courts specified in the Schedule hereto shall be Judges having authority under the said Acts.

ALMERIC FITZROY. 8 Aug., 1911.

SCHEDULE.

- 1. The High Court of Judicature for the North-Western Pro-
 - 2. The Chief Court for the Punjab.
- 3. The Chief Court for Lower Burma.
 4. The Court of the Judicial Commissioner of Oudh.
 5. The Court of the Judicial Commissioner of Coorg.
 6. The Court of the Judicial Commissioner of the Central Pro-
- 7. The Court of the Judicial Commissioner of Upper Burma
- The Court of the Judicial Commissioner of the North-West Frontier Province.
- 9. The Court of the Judicial Commissioner of Sind.

Sir Robert Hunter, says The Globe, who has been Solicitor to the Post Office for twenty-nine years, and Sir Nathaniel Highmore, who has been Solicitor to the Customs for eight years, will, it is announced, both retire at an early date. Sir Robert Hunter is a member of that branch of the profession from which the title of his office is derived, having been admitted a solicitor in 1867, but Sir Nathaniel Highmore, like most of the solicitors to public departments, is a member of the bar, having been called at the Middle Temple in 1881. The Solicitors to the Treasury, the Inland Revenue, the India Office, and the Public Works and Buildings Department are all members of the bar.

CASES OF LAST SITTINGS

Court of Appeal.

GILLOW P. DURHAM COUNTY COUNCIL. No. I. 25th and 26th May : 28th July.

Education—Non-provided School—Management—Appointment of Caretaker and Cleaner—Elementary Education Act, 1902 (2 Ed. 7, c. 42), s. 7 (1) (7).

The expense of employing persons as caretakers and cleaners in non-provided schools is by the Education Act, 1902, cast upon the local

education authority.

Held, that the local education authority were entitled to select and appoint persons to render such services, and not the managers.

Decision of Hamilton, J. (1911, 1 K. B. 222, 8 L. G. R. 1059) re-

in PT

en

m

of

of le.

he

TS he

he

he

ot ts

0.0

ld

y

Appeal by the Durham County Council against a decision of Hamilton, J. The plaintiffs were the foundation managers and trustees of the Consett Roman Catholic public elementary school, and they sought a declaration that they and not the defendants, the local education authority, had the right to appoint the caretaker and cleaner of the school. The school had been in existence for many years before the passing of the Education Act, 1902. It was then a voluntary school, but was earning a grant. After the Act of 1902 was passed the school was recognized and had been mointained by the defendance. out was earning a grant. After the Act of 1902 was passed the school was recognised and had been maintained by the defendants as a public elementary school. It became necessary a short time ago to appoint a new caretaker and a woman to assist him to clean the school, and the managers proposed to fill the vacancies. Some question was raised whether the power to do so rested with them or whether, as the wages was payable by the local education committee, the latter were the percent and sixty of the local education committee, the latter were the percent. sons to make the appointment, and after correspondence the action was brought by the managers, represented by Canon Gillow, against the local education authority claiming a declaration that the right to appoint rested with them. The action was heard by Hamilton, J., who appoint rested with them. The action was heard by Hamilton, J., who decided in favour of the managers, being of opinion that as it was part of their duty under section 7 (7) of the Education Act to see that the school premises were properly cleaned and attended to, they had the right to engage persons—for example, a cleaner and caretaker—to do such necessary work, although they were entitled to have the expenses of carrying out their duty of maintaining the school, including the payment of the above persons, defrayed by the local education authority as being part of the maintaining and keeping efficient the school. The county council appealed. After argument, the court re-The county council appealed. After argument, the court reserved its decision.

VAUGHAN WILLIAM, L.J., regretted that he differed from the opinion about to be expressed by the other members of the court. By section 7 (1) of the Act of 1902 the local authority had only to maintain and keep efficient a non-provided school necessary in their district so long as certain conditions were complied with, but the words did not express the idea that the managers of non-provided schools were ministers to carry out the behests of the local education authority or that they stood in the positions respectively of principal and agent. Therefore the prima facie inference that those who paid had the right of appointment of the servants they paid was displaced. He referred to section 7 (7), and said it had been suggested on behalf of the appellants that the exclusive power to appoint and dismiss teachers excluded by necessary implication the exclusive power to appoint and dismiss school cleaners. He could not agree. The provision in subsection 7 was intended to save in terms the powers of the managers reserved by implication in sub-section 1. He was far from saying that the local education authority would not have the right to refuse future payments for cleaners if the persons appointed by the managers did not clean properly. He thought that in this way they could compel the managers to dismiss the inefficient cleaners and appoint efficient and proper persons, and the local education authority could in case of difference between them and the managers get any question determined by the Board of Education. He was convinced that the view that the managers of a non-provided school should directly employ and in that sense appoint persons as caretakers and cleaners was the view which was most consistent with the provisions of the Act of 1902. In his opinion the appeal should be dismissed. He regretted that the parties should have gone into litigation, as the matter was one that could have been settled by a reference to the Board of Education.

FLETCHER MOULTON, L.J., said he agreed with the judgment which he had read of Farwell, L.J., and did not think it necessary to deliver

a separate judgment.

FARWELL, L.J., in giving judgment, referred to the provisions of the Act, and said that section 7, sub-section 7, was the only provision that the managers could rely on with any prospect of success. It was to be observed in the first place that the powers of management given to the managers were not general, but were limited to those required for the purpose of carrying out the Act. But down to this point the whole of the duties and powers had been committed to the local authority. It could not be that it was intended to limit those powers and duties by setting up a rival authority. The object was to supplement them by giving the local authority the assistance of managers, leaving the former masters of the situation. Secondly, the power claimed by the managers was that of appointing an officer. But sub-section 7 gave the exclusive power of appointing and dismissing teachers (subject to a proviso) to the managers, and this was done by

a separate sentence. That showed that the Legislature regarded a separate sentence. Inat showed that the Legislature regarded appointments as distinct from and outside the management in the first part of the sub-section. He therefore came to the conclusion that Hamilton, J.'s, judgment, excellently reasoned and expressed that Hamilton, J.'s, judgment, excellently reasoned and expressed though it was, could not be sustained. He agreed with him in thinking that the managers had a duty to see that the school was kept clean and properly cared for, but he differed from him in thinking that this was a duty cast primarily on them. The primary duty was on the local authority, the managers' duty arising by way of supplement and assistance to that authority. The appeal must therefore be allowed, and the action dismissed with coats. assistance to that authority. The a and the action dismissed with costs.

Counsel, Tindal Atkinson, K.C., and Simey, for the appellants; C. A. Russell, K.C., and V. S. Browne, for the respondents. Solicitors, Ridsdale & Son, for Watts & Carr, Liverpool; Maude & Tunnicliffe, for Ralph Simey, Durham.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

COPE AND ANOTHER v. BENNETT AND ANOTHER. ALFRED HARRIS, THIRD PARTY. Swinfen Eady, J. 25th, 26th, and 27th July

Administration Bond-Breach of Condition to Well and Truly Administer-Sufficient Proof of Breach-Assignment of Bond TO CREDITOR BY PROBATE COURT-ASSIGNMENT UNDER ORDER OF REGISTRAR AND NOT UNDER ORDER OF JUDGE—COURT OF PROBATE ACT, 1857 (20 & 21 Vict. c. 77), s. 83—Liability of Sureties—Creditors Not Suing on Bond as Trustees—Court of Probate Act, 1858 (21 & 22 Vict. c. 95), ss. 23, 24.

By the terms of an administration bond the administratriz to whom the grant of probate with the will annexed had been made was, among other things, to well and truly administer the personal estate and effects of the deceased. The plantiffs, who were creditors of the estate being administered, alleged that the administrative had not well end truly administered the said estate, but that she had retained a sum of £173 1s. Td. that came to her hends as administratrix thereof, and had altogether failed to obey sundry orders of the court relating to such sum, whereby the plaintiff had been unable to recover their debt from her. On the 28th of October, 1910, by an order of one of the Registrars of the Probate Division, dated the 21st of October, 1910, purporting to be made in pursuance of section 83 of the Court of Probate Act, 1857 (20 & 21 Vict. c. 77), the administration bond was assigned to the plaintiffs, and they were suing the defendants, who were the sureties to the bond. The defendants now set up the following three defences: (1) That the plaintiffs were defendants, who were the sureties to the bond. The defendants now set up the following three defences: (1) That the plaintiffs were not entitled to sue in the form in which they were suring, but could only sue as trustees for all the creditors of the estate. (2) That the bond had not been properly assigned in accordance with the provisions of section 83 of the Court of Probate Act, 1857, in that the order to assign it had been made by a registrar, and not by the judge. (3) That the plaintiffs had not proved the breach of the condition to well and truly administer. The defendants also alleged, against the third party, a verbal agreement to indemnify them. The defendants failed in all this contentions. party, a verbal agreement in all their contentions.

Note.—This action was before the court in May last, when it was adjourned to allow the plainliffs to amend their pleadings, and allege particular breaches of the condition in the bond to well and truly administer the estate in accordance with the provisions of Section 8 of the Statute 8 d. 9, Vict. 3, c. 11 (see 55 Solicitors' Journal, 521).

This was an action on a bond put in suit by certain creditors of one W. D. Courtney (deceased), who died on the 9th of March, 1909. His widow applied for, and obtained, a grant of letters of administration, with the will annexed, on the 7th of April, 1909. The creditors of the deceased could not obtain payment of their debts, and accordingly Mesers. Cope Bros., on behalf of themselves and all other creditors of the deceased, instituted proceedings by originating summons against Mrs. Courtney. The matter came before Neville, J., other creditors of the decased, instituted proceedings by originating summons against Mrs. Courtney. The matter came before Neville, J., on the 29th of November, 1909, and the usual order in an administration action was made, whereby the defendant was ordered to lodge the sum of £230 15s. 2d., moneys in her hands as such administratrix, and Alfred Harris was ordered to lodge the sum of £179 16s. 10d., moneys in his hands as solicitor for such administratrix, in court in this action. The £179 16s. 10d. was duly lodged in court, but the defendant made default in lodging the sum of £230 15s. 2d., and failed to comply with two four-day orders of the court, and accordingly, in June, a motion came before Swinfen Eady, J., for leave to attach or commit her for contempt of court. On the hearing of such motion, Swinfen Eady, J., fully investigated the accounts, to to attach or commit her for contempt of court. On the hearing of such motion, Swinfen Eady, J., fully investigated the accounts, to see if the sum of £250 15s. 2d. was really money in her hands in respect of which she ought to be committed, and, as a result of such investigations, made another order that she do pay into court a lesser sum, namely, £173 1s. 7d. This order was not complied with, and as Mrs. Courtney had no goods which could be seized, this action was instituted against the sureties to the bond, the plaintiffs having obtained an order from one of the Registrars of the Probate Division assigning the bond to them, that it might be put in suit against the sureties.

. SWINFEN EADY, J., said that the plaintiffs, having amended their pleadings as a result of his decision that the bond was a bond

within the provisions of the Statute 8 and 9, Vict. 3, c. 11, the defendants now raised three other points. His Lordship continued: First, the defendants say that the plaintiffs are not entitled to sue in the form in which they have sued, but are only entitled to sue as trustees. I am of opinion that this contention is not well founded. as trustees. I am of opinion that this contention is not well founded. It is true that a creditor is not entitled to sue on such a bond to recover his own debt. In the case of Sandrey v. Mitchell (1863, 3 B. and S., 405), Cockburn, C.J., Wightman, J., and Crompton, J., all pointed out that the plaintiff in that case was suing for his own debt only, and not for the benefit of persons interested in the estate. The second point raised is that the bond has not been properly assigned to the plaintiffs. The bond was actually assigned by a registrar under an order of a registrar, and not under an order of the judge. In 1896 Lord Gorell, then Mr. Justice Gorell Barnes, in an action In the Goods of Rees, a note of which appears on page 57, W.N., 1896, sanctioned a practice, which appears to have been of much earlier origin, by determining that an application for the assignment of an administration bond should be made to a registrar. Sections 23 and 24 of the Court of Probate Act, 1858, deal with the duties of Registrars. The particular matter of the assignment of this bond came into The particular matter of the assignment of this bond came into Chambers in the ordinary way. No question was raised as to the validity of the order. The matter was not adjourned into court. Chambers in the ordinary way. No question was raised as to the validity of the order. The matter was not adjourned into court. I, however, communicated with the President of the Probate Division, and he has sent me a report of his registrar on this subject. It appears that for a very long time it has been the practice for these orders to be made by the registrar. From a note made by Mr. Owen, for Sir Francis Jeune, in 1894, it appears that the practice was adopted by the Rule Committee long before his presidency and Owen, for Sir Francis Jeune, in 1894, it appears that the practice was adopted by the Rule Committee, long before his presidency, and he accordingly only confirmed an older practice. This is only a technical point, but I am of opinion that the order of the registrar is a valid and sufficient order. The defendants' third point is that the plaintiffs have not proved the breach. In my opinion the proof of the breach is sufficient. In Dobbs v. Brain, and Another (1892, 2 Q. B., p. 207) Fry, L.J., said, at p. 214: "Payment under the conditions imposed by the bond has become impossible, and there has been a breach of the conditions. It has been suggested that, so far as such a payment is concerned, the law knows no distinction between the personal extate of the deceased in the hands of an adminisbetween the personal estate of the deceased in the hands of an administrator and the private property of the administrator. I do not agree to this. Though an administrator is the legal owner of both, the former is held in auter droit, and a conversion of it would be a legal wrong. The conclusion we have arrived at is strongly confirmed by the decision in the case of the Archbishop of Canterbury v. Robertson (1832, 1 Cr. and M., 670). The Lord Chief Baron there said (at
p. 712) that the interpretation put by the court on the condition
to well and truly administer was that: "When the administrator to well and truly administer was that: When the administrator applies and converts to his own uses the effects of the intestate, so that those effects are entirely lost to the estate of the intestate, that is such a breach of the condition of the bond by which the administrator undertakes 'well and truly to administer according to law' as will entitle the next of kin to have the bond put in suit at their instance." That is strictly applicable to the present case, where this sum of money has been lost to the estate of the testator. In this case the administratrix has not well and truly administered, nor duly accounted, according to law, and I am of opinion that the plaintiffs are entitled to succeed to the extent of the sum of £173 1s. 7d. There will accordingly be judgment on the bond for the full amount, but execution will be limited to the sum of £173 1s. 7d., the amount held to be assets of the deceased in the hands of administratrix. The defendants had a third party claim against Alfred Harris: that they had been induced to enter into the bond at his request and they had been induced to enter into the bond at his request and upon his promise to indemnify them. There was an extraordinary conflict of evidence upon this point, but his Lordship held that the alleged agreement by Harris to indemnify the defendants was not proved.—Counsel, The Hon. Frank Russell, K.C., and Ashton Cross, for the plaintiffs; The Hon. E. C. Macnaghten, K.C., and Giveen, for the defendant G. Bennett; J. W. Manning, for the defendant Glennie; Micklem, K.C., and Douglas Hogg, for the third party. Solicitors, Coburn & Co.; Cohen & Cohen; John Tucker; C. O. Humphreys & Son.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court-King's Bench

REX c. COMMISSIONER OF POLICE. Ex parts RANDALL. REX c. COMMISSIONER OF POLICE. Ex parte HUMPHRIES. Div. Court.

HACKNEY CARRIAGE-PROPRIETORS' LICENCE IN METROPOLIS-DISCRE-TION OF COMMISSIONER OF POLICE TO REFUSE-MOTOR-CAB HELD ON HIRE-PURCHASE SYSTEM-METROPOLITAN PUBLIC CARRIAGE ACT, 1869 (32 & 33 Vier. c. 115), ss. 6. 7.

The Commissioner of Police may not refuse a proprietor's licence for a motor-cab on the ground that he has made a rule not to grant the licence when the applicant holds his cab upon the hire-purchase

These two applicants had obtained rules nisi directed to the Commissioner of Police of the Metropolis, calling upon him to show cause

why he should not grant them licences on the conditions set out in the order of the Secretary of State, No. 1,035, dated the 30th of December, 1907, made pursuant to the Metropolitan Public Carriage Act, 1869, and the London Cab and Stage Carriage Act, 1907. That order is in the following terms:—'(a) A licence shall not be granted to any person under the age of 21 years, and any licence so granted shall be void. (b) The Commissioner may at his discretion refuse a licence to any person who has been convicted of a felony, misdemeanour, or of cruelty to animals; or who, having previously held a licence for a cab or stage carriage, has had such previous licence revoked or suspended.'' The rules were granted upon three grounds:—(1) That the applicants were not within the exceptions contained in Section 1 (a) and (b) of the order, and so were entitled as of right to have a licence granted to them in respect of the said taxi-cabs—subject to the conditions contained in the order; (2) that in so far subject to the conditions contained in the order; (2) that in so far as the order purported to give an absolute discretion to the Commissioner of Police it was ultra vires; and (3) that the making by the Commissioner of Police of a rule against the holding of proprietors' licences in respect of cabs held under hire-purchase agreements was ultra vires. By his affidavits the Assistant Commissioner of Police said that he was not satisfied with the position of the applicants. The suggestion that the applications were refused because of a fixed rule was inaccurate. But it was true that he considered that in the public interest proprietors' licences should not, except in very special circumstances, be granted to applicants who had no proprietary interest in their cabs. In these cases he had considered all the circumstances, and in the exercise of his discretion he had declined to grant the applications. It appeared that the applicants held their cabs upon the hire-purchase system.

Darling, J.—In my opinion the rules must be made absolute. The question is whether the Commissioner of Police, to whom by order of the Secretary of State was delegated the authority vested in the Secretary of State to grant licences to owners or proprietors or persons Secretary of State to grant licences to owners or proprietors or persons applying for hackney carriages plying for hire—whether the Commissioner was justified in refusing licences to these two applicants named Randall and Humphries. These men held the cabs for which they applied for licences under what is known as the hire-purchase system. When they had paid a certain number of instalments, as stated in their contracts, the taxi-cabs would be theirs. They applied for what are known as proprietors' licences, and in my opinion the court is bound by the decision in Rex v. Commissioner of Police, Ex parte Pearce (1911, 30 L. J. K. B. 225), and I will base my grounds for agreeing with that decision on the reasons stated by Pickford, J., in his judgment in that case. Notwithstanding the words in Clause 1 of the Home Secretary's order apparently limiting the discretion of the Commissioner, I think the apparently limiting the discretion of the Commissioner, I think the Commissioner's discretion is wider than at first it appears. That being granted, has the Commissioner of Police refused these licences in the exercise of his discretion? In my view, the real reason the Commissioner refused these licences had nothing to do with the solvency of the applicants. The real reason is that he considered one only of the many facts brought to his notice; the others he had not only of the many facts brought to his notice; the others he had not considered. The fact he considered was that the applicants held their taxi-cabs under hire-purchase agreements, and that they were not the owners of them in the strict sense of that word. These licences are called proprietors' licences, and the reason given by the Assistant are called proprietors' licences, and the reason given by the Assistant Commissioner was that the applicants had no proprietary interest in their cabs. In my opinion the Assistant Commissioner was wrong, even if, the word "proprietary" is used in its ordinary sense. These applicants had a proprietary interest in these cabs. By Section 2 of the London Hackney Carriage Act, 1843: "The words hereinafter mentioned, which in their usual signification have a more confined or different meaning, shall in this Act (except where the nature of the provisions or the context of the Act shall exclude such contraction) be interpreted as follows. . . the word "proprietor" shall include every parson who either alone or in partnership with any truction) be interpreted as follows . . . the word 'proprietor' shall include every person who either alone or in partnership with any other person shall keep any hackney carriage or any metropolitan stage carriage, or who shall be concerned otherwise than as a driver or attendant in employing for hire any hackney carriage or any metropolitan stage carriage." These applicants, it is clear, were "proprietors" within that definition. But the Assistant Commissioner has said that they had no proprietary rights; but there are proprietors and proprietors—those who have proprietary rights and those who have not. In my opinion these applicants might well be said to have have not. In my opinion these applicants might well be said to have proprietary rights, and they are proprietors in this sense, that as long as they pay their instalments they have a right to keep the taxi-cabe, and they cannot be deprived of them by lawful process. The applicants can take the cabs where they like, and send them where they like, and in due time the applicants will become the absolute owners of the cabs; in fact, one of them has already paid five-sixths of the full amount due. It is, therefore not wrong to call the interest of the applicants proprietary. of them has already paid rive-sixths of the full amount due. It is, therefore, not wrong to call the interest of the applicants proprietary, as they can exercise ever the cabs that kind of control that an owner can exercise. It is then impossible to hold that the Commissioner of Police has properly exercised his discretion in these cases, although the Assistant Commissioner has said in his affidavits. cases, although the Assistant Commissioner has said in his andavite that he considered all the circumstances in each case. The Statute which enables the Commissioner to grant these licences is Section 6 of the Metropolitan Public Carriage Act, 1869. By Section 7 of that Act: "If any unlicenced hackney or stage carriage plies for hire, the owner of such carriage shall be liable to a penalty not exceeding £5 for every day during which such unlicensed carriage plies. And

cor

for ma

con

aga

exp

slar

ver

said ind

moi

ber mur

the

chai

of c appe

and had

if any unlicensed hackney carriage is found on any stand within the limits of this Act, the owner of such carriage shall be liable to a penalty not exceeding £5 for each time it is so found. The driver also shall in every such case be liable to a like penalty unless he proves that he was ignorant of the fact of the carriage being an unlicensed carriage. . . . " Now, the owner is the person liable under the first part of this section. But these applicants are not the owners of the taxi-cabs. I do not so decide; but the learned counsel for the Commissioner, when the question was put to him, has not cared to contend that the applicants are "owners." If the applicants sent out these cabs unlicensed, the Commissioner could not prosecute for the penalty, for he would be met by the defence, "I am not the owner; on your own showing in refusing me a licence, I am not the owner." But then it may be said that the Commissioner could proceed against the Venot Company from whom one of the applicants obtained has cab. But by section 88 a hackney carriage is to be driven by a against the Venot Company from whom one of the applicants obtained bus cab. But by section 88 a hackney carriage is to be driven by a licensed driver, and "if any hackney or stage carriage plies for hire in contravention of this Section, the person driving the same, and also the owner of such carriage, unless he proves in the case of a stage carriage that the conductor or driver, as the case may require, acted without his privity or consent, shall respectively be liable to a penalty not exceeding 40s." The Venot Company would say: "We are not liable; we do not know what the applicant was doing with the cab." The Commissioner, as appears from the affidavits, and what has been said, does not seem to have exercised the discretion which he undoubtedly has. Without exercising his discretion in each particular has acted upon a rule which he applied to them all-that if case, he has acted upon a rule which he applied to them all—that it an applicant holds his cab upon a hire-purchase agreement he shall not be granted a licence. It may be that a man who is in fact the owner of his cab has given a bill of sale over it, and therefore the question of ownership may not be very material. For the reasons that have been given, the rule must be made absolute.

Bankes and Lush, J.J., gave judgment to the same effect.—Counsel, G. A. Scott and Croom Johnson showing cause; C. A. Russell, K.C., and R. J. White in support. Solicitors, Wonter & Sons: Julius A. White

Sons; Julius A. White.

in

iage

ited

ited

ght

m.

red

ad

nte

ler

na

in B.

on

[Reported by C. G. MORAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. BANKS. 24th and 29th July.

CRIMINAL LAW—MANSLAUGHTER—PLEA OF NOT GUILTY—SUBSEQUENT PLEA OF AUTREFOIS ACQUIT—ADMISSIBILITY OF.

Where on an indictment for manulaughter the prisoner has pleaded not guilty, he is not entitled to advance subsequently the plea of

Query, whether, where a prisoner is indicted for murder and also for manslaughter, and the prosecution electing first to offer no evidence on the indictment for murder, the jury, by direction of the judge, acquit the prisoner, he can, on the indictment for manslaughter, obtain his acquittal by pleading autrefois acquit.

the indictment for murder, the jury, by direction of the juage, acquit the prisoner, he can, on the indictment for manslaughter, obtain his acquittal by pleading autrefois acquit.

This was an appeal from a conviction for manslaughter at the Central Criminal Court on a trial before Mr. Justice Darling. The appeal was first heard on the 24th of July before Lord Alverstone, C.J., and Pickford and Avory, JJ., who ordered that the case should be reargued before five judges. Accordingly, on the 29th of July, the case was argued before Lord Alverstone, C.J., and Lawrance, Phillimore, Pickford and Hamilton, JJ. The facts and arguments appear sufficiently from the judgment of the court, which was delivered by Lord Alverstone, C.J., as follows: In this case the appellant was convicted at the Central Criminal Court on an indictment against him for manslaughter. He was also indicted on the coroner's inquisition for murder, upon which indictments he might have been found guilty of manslaughter. To both of these indictments the appellant pleaded not guilty. Counsel for the Crown informed the learned judge at the trial that there was not sufficient evidence against the appellant to justify a conviction for murder, and that accordingly he would offer no evidence against the appellant on the indictment for murder. The learned judge expressed approval of this course. And it was stated in court at the time that there was another indictment against the appellant for manslaughter. The jury then, on the direction of the judge, brought in a verdict of "not guilty" on the indictment for murder. Mr. A. S. Carr, who had been asked by the learned judge to defend the appellant, said that the appellant desired to plead "autrefois acquit" to the indictment for manslaughter, and he called Mr. Avory, the clerk of the court, to prove what everyone in court had heard and seen a few moments earlier. Counsel for the appellant then contended that as a person can be convicted of manslaughter upon an indictment for murder, the appellant had been in

case the question of the appellant's plea of autrefois acquit could not have arisen. It is not a contention on the merits of the case. In our opinion a technical point ought to be met by a technical answer. My opinion a technical point ought to be met by a technical answer. My brother Phillimore, who has perhaps a more intimate knowledge of the criminal law, has pointed out that the appellant ought never to have been allowed to plead the plea of autrefois acquit, as he had already advanced the plea of not guilty on the indictment for manslaughter. Having pleaded not guilty to the charge he was not entitled to have the plea of autrefois acquit upon the record. On the point which has been argued before us, that if the plea of autrefois acquit had been duly pleaded, it would have availed, and on the point as to whether the appellant had really been in peril we desire to express no opinion—certainly not an opinion favourable to the appellant. In conclusion, we desire to say that in deciding that this plea of autrefois acquit ought not to have been pleaded, we are not acting under the proviso to section 4 (1) of the Criminal Appeal Act, 1907. We hold, under the first part of that sub-section, that there was no miscarriage of justice, as the appellant was not entitled to advance the plea of autrefois acquit. Accordingly the appeal must be dismissed. The sentence may run from the date of the conviction.—Counsel, for the appellant, A. S. Carr; for the Crown, Travers Humphreys.

[Reported by C. G. Moran, Berrister-at-Law.] criminal law, has pointed out that the appellant ought never to have

[Reported by C. G. MORAN, Barrister-at-Law.]

Tithe Redemption and Copyhold Enfranchisement.

The following are extracts from the annual report to the Board of Agriculture and Fisheries of proceedings under the Tithe, Copyhold, Inclosure, Commons, Land Drainage, and other Acts for 1910:—

TITHE ACTS, 1836 to 1891.

The Tithe Commission, established in 1836, was charged with the duties arising out of the general commutation of tithes authorised by the Tithe Act of that year. These duties, which were gradually extended by subsequent enactment and now fall to the Board, are mainly concerned with the proceedings for the extinguishment of tithe rentcharge, either by redemption or merger, and for the alteration of the apportionment of tithe rentcharge so as to adapt its incidence to existing conditions. sting conditions

The total amount of tithe rentcharge charged on the land of England and Wales at the commutation was £4,054,406. Some slight additions were subsequently made to this amount by the substitution of rent-charges for corn rents and money payments in lieu of tithes under local Inclosure Acts, but by the merger or redemption of tithe rentcharge the total has now been reduced to £3,704,056. The actual sum payable to the titheowners, being varied from year to year by the average price of corn, was in 1910 £2,609,764 or little more than 70 per cent. of the nominal value. The septennial averages for the years 1904-10 by which the payments of tithe rentcharge accruing in the year 1911 are fixed were: Wheat 3s. 10½d., barley 3s. 03d., and oats 2s. 23d. per bushel, making the value of £100 (commuted value) of tithe £71 4s. 13d. The total amount payable in 1911 is therefore fixed at £2,637,558, or £27,794 more than in 1910. During the 75 years since the commutation the annual value of tithe rentcharge has been above par in 31 years and below it in 44 years, and it has now stood below par for 28 years consecutively. were subsequently made to this amount by the substitution of rent years consecutively.

Redemption.

The number of orders for the redemption of tithe rentcharge made by the Board during 1910 was 498, being 28 more than in the preceding year. The total amount of tithe rentcharge thus extinguished was £1,967, and the extent of land freed from the charge was 17,767 acres. In an appendix to the report a table is given, showing the area in each In an appendix to the report a table is given, showing the area in each county on which tithe rentcharge was extinguished either by redemption or merger during the year, with the amount of the rentcharge abolished. The figures vary widely. In Northumberland 3,777 acres charged with only £9 1s., in Yorkshire 3,551 acres charged with £272 10s., and in Oxfordshire 2,013 acres charged with £96 13s. were freed. At the other end of the scale were Cambridgeshire with 2 acres charged with 16s. 2d., Dorset with 4 acres charged with 34s. 3d., Pembroke with 4 acres charged with 5s. 10d., and Anglesey 5 acres charged with 16s. 7d.

The amounts which are redeemed are, of course, in all cases those which were charged on the land at the commutation and not those which were actually payable at the time of the redemption. After so long a period in which the amounts payable have been about 30 per cent, long a period in which the amounts payable have been about 30 per cent, less than the amounts originally charged, the terms of redemption fixed by the Tithe Acts necessarily appear onerous. The sum to which the titheowner is entitled is generally 25 times the amount of the commuted, or original, value of the tithe rentcharge. To the tithepayer whose land is charged with, say, 20s., but who for many years past has not paid more than, say, 14s. to 15s., it appears that the sum of £25 is unreasonably high for the redemption of the charge. The fact that during the "seventies," for example, when the annual payments would have been as much as 22s., the charge could have been redeemed for the same amount does not mitigate his reluctance to pay on the statutory basis. It is sometimes suggested that the extent to which the provisions for redemption are taken advantage of would be increased but for the existence of this feeling of dissatisfaction with the terms on which alone it can be effected. It may, however, be noted, as is shown in Appendix I. (1), that during the period from 1838 to 1888, when the annual value of the tithe rentcharge charged never fell below 80 per cent. of the commuted value and was often very near, or appreciably above, par, the total redeemed was only £18,244, whereas during the period 1889 to 1910, when the annual value has never been above 78 per cent., and has fallen as low as 66 per cent., the total amount redeemed was £43,492.

The tithe rentcharge on any land may be redeemed under the provisions of the Acts, but the applications made to the Board arise for the most part from some special circumstances which render redemp-tion necessary or highly expedient. The cases to which the redemp-tion provisions of the Acts apply are grouped as follows in the "In-structions" for the Redemption of tithe rentcharges, &c., issued by the

Board for the information of persons interested :

(a.) When the land has been taken for places of worship, cemeteries, schools under the Elementary Education Acts, town-halls, courthouses, gaols, lunatic asylums, hospitals, or any other public buildings, or under the Artizans Dwellings Act, 1875; or for sewage farms under the Sanitary Acts, or for the construction of any sewers or sewage works, or any gas or waterworks, or for enlarging or improving premises used for any of the abovementationed numbers.

for any of the abovementioned purposes.

The Tithe Act, 1878, requires that the rentcharges shall be redeemed in these cases; and the application is to be made by the persons in possession of the land before the land is applied to any of the purposes aforesaid, the rentcharge being re-deemable for 25 times the amount thereof.

(b.) When the land is charged with a rentcharge not exceeding 20s. In this case the application may be made by the landowner, or by the owner of the tithe rentcharge, and the rentcharge is redeemable, if the Board see fit, for 25 times its amount.

If the land has not been divided as indicated in (d), the

Board do not order redemption on the sole application of the owner of the tithe rentcharge unless he shows that the col-lection of the rentcharge involves unreasonable difficulty or expense.

(c.) When the land is charged with a rentcharge exceeding 20s. In this case the rentcharge may be redeemed on the joint application of the owner of the land and the owner of the tithe rentcharge for a sum not less than 25 times its amount; but when the rentcharge is held in right of a benefice, the consents of bishop and patron are also necessary, and may be similed on the application. signified on the application.

(d.) When the land has been divided since the last apportionment into numerous plots for building or other purposes, so that no further apportionment can conveniently be made.

In this case the application may be made by the owner of any of the plots, or by the owner of the tithe rentcharge, and the rentcharge is redeemable for 25 times its amount. An application made by a landowner must not include any number on the tithe map which has a separate rentcharge, unless he owns part of the land to which it refers.

The number of applications for redemption during each of the past five years, the number of cases completed, the amount of rentcharge redeemed, and the number of cases in progress at the end of each year were as follows :

			Cases o			
	Year. Application received.		Applications received.	No.	Amount of Tithe Rentcharge.	Cases in Progress on Dec. 31.
1906	•••	***	600	527	£ 1,596	536
1907			612	555	2.201	558
1908		***	624	553	1,972	606
1909			463	470	1,540	572
1910	***	***	495	498	1,967	568

During the past two years the number of cases completed during the year has exceeded the number of applications received, and the work, which had previously got into arrear owing to an unusual number of applications and to insufficiency of staff, has been dealt with more promptly. Complaints are still occasionally made that the completion of a redemption is somewhat prolonged, but this is generally unavoidable. Where, as frequently happens, the demand for a relatively large sum to extinguish by one payment a small annual charge has to be made upon persons of limited means, it is not always practicable to collect it peremptorily. Repeated applications have often to be made and explanations supplied. In the last resort proceedings are taken in the county court, but even then some latitude for payment is frequently allowed at the Board's suggestion. During 1910 applications in the county court were necessary in no less than 103 cases of compulsory redemption, and in 26 instances the attendance of an officer of the Board at the proceedings was required. During the past two years the number of cases completed during the of the Board at the proceedings was required.

The number of voluntary redemptions completed in 1910 shows an advance of 11 as compared with the previous year, while the number of compulsory cases, which represent considerably more trouble and correspondence, increased by 17. The following table shows the number of cases of each kind completed in each of the past five years:

		Voluntary.	Compulsory.						
Year.	No.	Amount of Rentcharge redeemed.	Valuera' Cases. No.	Amount of Rentcharge redeemed.	Board's Canes. No.	Amount of Rentcharge redeemed.			
1906	421	£, 1,239	15	£ 44	91	£ 313			
1907 1908 1909	386 425 301	1,424 1,369 708	36 9 12	195 63 161	133 119 157	582 540 670			
1910	312	907	7	66	179	994			

The cases of compulsory redemption carried through by the Board, including redemptions of corn rents, involved the collection of 14,583 separate assessments, in 3-28 per cent of which recourse had to be had to the county court. Of these 310 were settled, and in only 162 cases (1-11 per cent.) were orders of recovery necessary. The total amount of redemption money (including expenses) collected by the Board in 1910 was £33,730.

Under the Tithe Acts a person entitled for a limited interest in land may, with the consent of the Board, charge the cost of redemption in respect of such land, together with 4 per cent. interest thereon, upon the land in such manner that the charge shall be lessened in every year after the redemption by one-twentieth part at least of the amount so charged. One application for consent to the creation of a charge of this character was before the Board at the commencement of 1911, and two fresh applications were received during the year. In two cases such consent was given, leaving one case still under consideration at the end of the year.

Соруново Аст, 1894.

The total number of manors affected by the enfranchisement of land under the Copyhold Acts, with the sanction of the Board or their predecessors, has reached 2,571, the number of transactions involved being 22,261. The gross sum paid for enfranchisement has been £2,721,020—in addition to the creation of rentcharges amounting to £21,023 and the assignment of 1,388 acres of land to the lords for compensation.

In the year 1910 the applications received numbered 226, and the cases arising, and enfranchisements completed, in each of the last five years are shown in the following statement :-

	Year. Number of		Enfranchisem	Enfranchisements completed.				
	3	ear.		Applications.	Voluntary.	Compulsory-	Dec. 31.	
1906	,	000		281	70	190	104	
1907			0 * *	267	51	181	122	
1908				240	31	192	116	
1909		200	***	237	57	179	93	
1910				226	52	153	104	

The total consideration paid for the 205 enfranchisements completed by the Board in 1910 under the Copyhold Act, 1894, was in capital payments £13,550 0s. 6d., and in annual rentcharges £103 1s. 11d. The number of enfranchisements in progress at the end of the year was 104, of which 92 were under the compulsory, are 12 under the voluntary, provisions of the Act.

The amount of the official fees received in respect of copyhold business during the financial year 1909-10 was £646 10s.

The number of cases in which the costs of enfranchisment were ascertained by the Board under section 34 of the Copyhold Act, 1894,

The total number of redemptions carried out under section 45 of the Conveyancing and Law of Property Act, 1881, has been 43, of which two were completed during the past year.

INSPECTION OF MAPS AND DOCUMENTS.

Facilities are afforded, on payment of a small fee, for the inspection Facilities are allorded, on payment of a small fee, for the inspection of certain public documents deposited with the Board. Among these are included Apportionments of Tithe Rentcharge; Certificates of Redemption of Tithe Rentcharge; Certificates of Capital Value of Extraordinary Tithe Rentcharge; Awards of Inclosure and Regulation under the Inclosure Acts, 1845 to 1882; Boundary Awards; Schemes under the Metropolitan Commons Acts, 1866 to 1898; and Orders of Division of Intermixed Lands. Copies and extracts from these documents and of Intermixed Lands. Copies and extracts from these documents and tracings of any maps relating thereto are also furnished on application at such charges as cover the cost of making them.

T Sam Alex Dub his large and ROOT mad wher Mr.

devo

cases

190 190 190

191

gca.

of

the

por are

upo

ins

with Libe were rent. Gene Gene the with Glad Trela later conti time was c Arst.

dangl by hi born The

had t

after Mesar memb minen he ha York auccee son as Distri The number of inspection permits issued during each of the last five years, the sums paid by the public for extracts and tracings supplied by the Board, and the payments received in inspection fees in this period have been as under:—

er

ıd

ng he

f

	Year.		Number of Inspection Permits Issued.	Amounts paid by the Public for Extracts and Tracings.	Amounts paid in Inspection Fees.
1906			3,040	£	£ 154
		***	3,137	1,599	160
1907	0.0.0				
1908			2,950	1,658	151
1909			3.011	1.824	155
1910			3.372	1,816	173

These figures are exclusive of inspections made by officers of Government Departments, in respect of which no fee was charged.

The Ordnance Survey Maps of Great Britain and Ireland on the scale of one inch to the mile, and those of Great Britain on the scale of six inches to the mile, are available for inspection at the office of the Board of Agriculture and Fisheries by the public without charge. The Ordnance Survey maps of London on the Tabes scale and maps for portions of the Metropolitan area on the scale of five feet to the mile are likewise available. Facilities are also afforded for the inspection on payment of a small fee, of any other of the latest published maps upon the Tabes scale. provided four clear days' notice of intention to inspect is given. The total number of Ordnance Survey maps thus inspected during the year was 6,350.

Obituary.

The Lord Chancellor of Ireland.

The Rt. Hon. Sir Samuel Walker, Lord Chancellor of Ireland, died on the 13th inst. at his residence. Pembroke House, Dublin. Sisamuel Walker, who was born in 1832, was the second son of Captain Alexander Walker, of Gorepark, County Westmeath. He was educated at Portarlington School, from which he bassed to Trinity College at Portarlington School, from which he bassed to Trinity College Dublin. He was called to the Bar at the Easter Sittings in 1855, and his career was one of uninterrupted progress. He duckly secured a large practice on the Equity side of the Courts, and his sound indgment and remarkable grasm of the principles and practice of equity soon became acknowledged. In 1872 he "took silk," and in 1881 was made a Bencher of King's Inns. His great opportunity came in 1880 when he was second senior counsel in the State trials. His leader Mr. McDonagh, fell ill; the duty of directing the course of the trials devolved on Mr. Walker, and the manner in which he conducted the cases earned him high praise. About this time he became identified with the land solitation that was then sweeping over Ulster. A strong Liberal in politics, he esponsed the cause of the tenant farmers who were seeking to establish what was known as the "three F's"—fairent, fixity of tenure, and free sale. He was appointed Solicitor-General for Ireland in 1883, and in 1885 became Attorney. General. When the split occurred in the Liberal Party after the introduction of the Home Rule Bill he cast in his lot with the Liberal Home Rulers, and after the return of the Gladstone Party to power in 1892 he was appointed Lord Chancellor of the Ireland. When the split occurred in the Liberal Party after the introduction of the Home Rule Bill he cast in his lot with the Liberal Home Rulers, and after the return of the Gladstone Party to power in 1892 he was appointed Lord Chancellor of the Second when the Liberal acapin came into office. He was created a baronet in 1906. Sir Samuel Walker was twice married—first, in 1855 to Cecilia, daughter of Mr. A

Mr. H. A. Hudson.

The death has taken place at St. Oswald's, Filey-road, Scarborough, after a brief illness, of Mr. Henry Arthur Hudson, head of the firm of Messrs. H. A. Hudson and Son, solicitors, York. Mr. Hudson was a member of an old and highly respected York family, and was a prominent ecclesisatical official in the Province of York. For many years he had been Registrar of the Province and Diocese, and Registrar of York Convocation, serving under four Archbishops, and last year he succeeded the late Mr. T. S. Noble as joint legal secretary, with his son and partner, Mr. Arthur Vaughan Hudson, to the Archbishop. For many years he had also held the position of Registrar of the York District Court of Probate.

Legal News.

Appointment.

Mr. Daniel Thomas Tudor (Attorney-General of Grenada and Saint Vincent) has been appointed Chief Justice of the Supreme Court of the Bahama Islands.

General.

In the House of Commons, on the 14th inst., Mr. McKinnon Wood, in reply to Mr. Touche, said: The governing principle is that no state is entitled to afford diplomatic protection to one of its subjects in another state if that person is also a subject of such other state. His Majesty's Government would not be entitled to afford a person naturalised in this country under the Act of 1844, or his child, protection when within the limits of the Russian Empire. A similar principle is laid down in section 7, paragraph 3, of the Naturalisation Act of 1870, which provides that an alien naturalised in this country shall not, when within the limits of the foreign state of which he was a subject previously to obtaining his certificate of naturalisation, be deemed to be a British subject, unless he has ceased to be a subject of that state in pursuance of the laws thereof, or in pursuance of a treaty to that effect. There is no such treaty between this country and Russia.

In the House of Commons, on the 14th inst., Mr. C. Bathurst asked the Prime Minister whether, in order to put a premium upon the sale by a tenant for life of portions of a large settled estate, and so encourage the creation of small freeholds, he would consider the advisability of an amendment of the Settled Land Acts on the lines of the Danish Land Law of the 21st of June, 1854, whereby the limited owner of certain classes of settled land was permitted on its sale, and notwithstanding the terms of the settlement, to retain from 8 to 12 per cent. of the proceeds of sale, and apply the same for his own purposes. The Attorney-General (Sir R. Isaacs), who replied, said: This proposal would involve drastic interference with existing settlements enabling the tenant for life, who is a trustee for all parties entitled under the settlement, to retain for his own purposes 8 to 12 per cent. of the proceeds of sale, a proposal which certainly would not be welcomed by remainder men or by incumbrancers. The suggestion lose not commend itself to the Government.

At Marlborough-street, on the 11th inst., Henry Gould, sixty-two, was charged on remand before Mr. Mead with having obtained £5 by false pretences from Harold Otto Seyd, a member of the firm of Roberts, Seyd, & Co., solicitors, of Regent-street, W. On the 10th of July the prisoner called at the office of Messrs. Roberts, Seyd, & Co., and stated that he was entitled to certain rents amounting to £200 to £300 a year from an estate in Ireland, and suggested that Mr. Seyd should manage the property. This was agreed to. Before leaving the prisoner asked for the loan of £5, and this sum was advanced him. Another charge of precisely similar nature was gone into yesterday. In this case the prisoner obtained £5 from Mr. Henry H. Jennens, a solicitor, of King's Bench Walk and Kentish Town. Mr. Mead asked if there were any other cases against the prisoner, and Detective-sergeant Rixon, D Division, said there were about twenty-four in all. In twelve he succeeded in actually obtaining money from solicitors. He had been sentenced to four months' imprisonment in Dublin. Mr. Mead sentenced the prisoner to six months' imprisonment on each charge, making twelve months in all.

The Parsonages Bill was passed on the 14th inst. without amendment by the Grand Committee of the House of Commons, over which Mr. T. P. O'Connor presides, and was ordered to be reported for third reading. The Bill is designed to amend the Parsonages Act, 1838, and the Church Building Act, 1839. Under the former Act purchase moneys arising from the sale of parsonage houses have to be invested in gilt-edged securities, and the income accumulated, and added to capital until a new house is provided. The Bill provides that the governors under Queen Anne's Bounty shall credit the money derived from the sale of a parsonage house to the benefice in the same way as they do augmentation moneys, and may in their discretion pay the whole or part of the interest payable in respect of such sale money to the incumbent of the benefice. Under the present law the courts have decided in some cases that permanent capital belonging to a benefice cannot be expended in paying off temporary charges on the revenue of the benefice. The governors think that this should be remedied, and that where a parsonage house is sold which has been purchased, built, or improved with money raised on mortgage of the revenue of the benefice they ought to have a discretion to pay off the mortgage out of the proceeds. This is effected by the Bill.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.,, containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brookstreet, London, W. [ADVY.]

Winding-up Notices.

London Gazette, -FRIDAY, Aug 11. JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHEWTON GOLD MINES, LTD—Creditors are required, on or before Sept 11 to send in their names and addresses and the particulars of their debts or claims, to James Fabian, 27, Clement's In, liquidator.
DOWN HOLES BRICK Co. LTD—Creditors are required, on or before Aug 26. to send in their names and addresses, and the particulars of their debts or claims, to Fredrec Cowley Smith, Central Offices. Buxton. Shipton & Ainsworth, solors to the Rouldator.

Fredrec Cowley SEBLE, CHISTAL CHISTAL

London Gazette,-TUESDAY, Aug. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LIMITED IN CHARCHEY.

BRITISH CONFECTIONERY CO, LTD—Creditors are required, on or before Sept 12, to send their names and addresses, with particulars of their debts or claims, to Louis Nicholas, 19, Castle et, Liverpool, liquidator.

C. E. BROOBS AND CO. LTD (IX LIQUIDATION)—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to George William Bull, 9, Foregate et, Worcester, liquidator.

Heddersteld Skating Rink Co, LTD—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Roubes Crampton, 23, John William st, Huddersfield, liquidator.

Parkaire Mines, LTD—Peth for winding up, presented July 31, directed to be heard Oct 17. Fredk. J. Peths, 5 and 6, Clement a lm, solor for the Peters. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 18.

Oct 18.

SOUTHEF BROS, LTD—Creditors are required, on or before Sept 14 to send their names and addresses, with particulars of their debts or claims to Alfred Page, 23, King st, Cheapside, Biddle & Co, 22, Aldermanbury, solors to the liquidator.

Resolutions for Winding-up Voluntarily.

London Gasette.-FRIDAY, Aug 4.

London Gasette.—Friday, Aug Miller's Stores, Ltd.

Ilkier 4p. Hyddropatric Co. Ltd.

Mot-re Exchange (Hudderspield), Ltd.

Mot-re Exchange (Hudderspield), Ltd.

Nancardows Ltd.

W. E. Proctor, Ltd.

Groofers' Wholebale Alliance Ltd.

Darwer Sanitary Pipes, Ltd.

Ruberr Estates and General Development, Co. Ltd.

Galves Syndicate, Ltd.

Lengle Mills, Ltd.

Lengle Mills, Ltd.

Lengle Goole and Hull Transport Co. Ltd.

Rd. Syndicate, Ltd.

Messina (Transval) Railway Co. Ltd.

A.P.W. Syndicate, Ltd.

LG. Swidlate, Ltd.

J. G. Swith & Co. Ltd.

Wissing & Co. Ltd.

Wissing & Co. Ltd.

Redway, Furbers & Co. Ltd.

Ry '' Syndicate & Co. Ltd. GOOD AND COLLES, LTD.

REDWAY, FURNESS & CO, LTD.

"Y" SYNDICATE, LTD.

BATH AND DISTRICT RINES, LTD.

BATH AND DISTRICT RINES, LTD.

CHATHAN, ROCHESTER AND DISTRICT RINES, LTD (Amalgomation).

CHATHAN, ROCHESTER AND DISTRICT RINES, LTD (Amalgomation).

London Gazette,-TUESDAY, Aug 8.

London Gezette.—Terrday, Au
Workington Association Football Club Co, Ltd.
Stretton, Whitley and Fusticit Motor Bus Co, Ltd.
J. N. Johnson and Co, Ltd.
Premote Bus Co, Ltd.
G. Wilcox and Co, Ltd.
G. Wilcox and Co, Ltd.
Coronation Seats Co, Ltd.
Ashley Options, Ltd.
Helptophone Co, Ltd.
Arfuld & Corbett, Ltd.
Borreo Busber and Trading Co, Ltd.
Tanger Busber and Trading Co, Ltd.
Tanger Busber and Trading Co, Ltd.
Cocossis Gold Minisq Syrbicate, Ltd.
File Proof Plate Wall Co, Ltd.
Co-Operative Manufacturing Co, Ltd.
Co-Operative Manufacturing Co, Ltd.
Combt Firelighter and Firewood Co, Ltd.

London Gazetts .- PRIDAY, Aug. 11.

COPAR SWERT CO, LTD.
FARNWORTH CABIRET MANUFACTURING CO, LTD.
FARNWORTH CABIRET MANUFACTURING CO, LTD.
TRADE INVESTMENT TRUST, LTD.
MATIORAL CINEMATORAPH THEATERS LTD (Amalgamation).
WATIORAL CINEMATORAPH THEATERS LTD (Amalgamation).
KRIGHLEY DYERS AND VISINSHERS CO, LTD.
JAMES CO, LTD.
BEVERLEY TAX:-CAB CO, LTD.

London Gazette,-TUESDAY, Aug 15.

MEDINA GOLD MINES, LTD.
BULL ANT PROPRIETARY OF WESTERN AUSTRALIA, LTD.
ROXLEY SYNDIGATE, LTD.,
ASHANYI HILPRAW, LTD.
MATIONAL BARE OF CHINA, LTD.,
GOOLWIN FRIRERIES & CO, LTD.,
MINES AND BANKING CORPORATION, LTD.,
B.C.G. DEVELOPS: AT CO LTD.,
EMPRES (HIODESIA) MINES, LTD.
JANKS H. TOMER & SON, LTD.
RIVIERA PICTURE PALAGE CO, LTD.

The Property Mart.

Result of Sale

REVERSIONS AND POLICIES.

Mesars, H. E. Foster & Champielo held their usual Fortnightly Sale of the above interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold and prices named, the total amount realised being £4,130:

ABSOLUTE REVERSIONS	8-								
To One-fifth of \$4,503	000	100	000	914	-90	010		Sold	£610
To One-sixth of £6,830	000	000					***	10	£520
To One half of £1,906		000	0.0	00+	400	000		**	£500
POLICIES OF ASSURAN	CE-								
For #3,000	000	000			***			20 4	€1,450
Trov. 61 500									P1 050

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.-FRIDAY, Aug. 11.

Lawis, William, Churchstoke, Montgomery, Farmer Oct 1 Marpole and Others v Lewis, Warrington, J. Pryce, Montgomery

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.-Faiday, Aug 11.

Anderson, George Wallace, Heaton, Newcastle upon Tyne, Engineer Sept 16 Molineux & Sinton, Newcastle upon Tyne

BARNES, JOSEPH, Leeds, Rag Merchant Sept 9 Grainger & Co, Leeds

BRYANS, Mev. EDWARD DE VILLARS, Antrim mans, Belsize Park Sept 5 Sprott & Morris, Shrewbury

CHAMBERS, HERBERT OCTAVIUS, Dartmouth row, Blackheath, Solicitor Sept 9 Layton & Webber, St Helens pl

CLARKE, THOMAS BENJAMIN, Morpeth ter, Victoria at Sept 30 Church & Co, Bedford

COONER, MARIA, Blackpool Aug 31 Kay, Blackpool CRANSTOUN, EDITH AUDLEY, Wadebridge, Cornwall Sept 30 Diggles & Ogden, Man-

CROPPER, SUSANNA ELIZABETH LYDIA, Liverpool Sept 30 Ryley & Co, Liverpool CUSNAH, JOHN. Prestatyn, Flint Aug 31 Foulkes-Roberts, Denbign DASHWOOD, CATHERINE FRANCES, Upper Berkeley st Aug 31 Blount & Co, Albemarle

DERBYSHIRE, JAMES, Compstall, Chester Sept 9 Newton & Son, Stockport
DRAKE, EMMA AVICE, Great Yarmouth Sept 15 Wiltshire & Sons, Great Yarmouth DEAKE, EMMA AVICE, Great Yarmouth Sept 15 Wiltshire & Sons, Great Yarmouth DWYRE, WILLIAM, Walton on Naze, Essex Sept 12 Elwes & Co., Colchester EYRE, EDWIN, Sad ileworth, Yorks, Grocer Sept 15 Roberts, Upp_rmill, Saddleworth GEORGE, WILLIAM DAVIES, Pembroke, Haverfordwest, Solicitor sept 12 Eaton-Evans & Williams, Haverfordwest, College Son, Barton on Humber GREEN, FLUZA, South Ferriby, Lincoln Aug 25 Nowell & Son, Barton on Humber GREEN, FLEAR, LES, St. James's pl, St. James's st. Sept 20 A E & H. Steele, College hill
GROVE, FRAUCIS CHARLES, St. James's pl, St. James's st. Sept 20 A E & H. Steele,

Ollege hill
GROVE, EDMOND, Preston, nr Brighton Sept 11 Winterbotham, Frederick's pl, Old
JOSUF
HAMSON, SARAH ANN, Macclesfield Sept 9 Hand, Macclesfield
KERRIERY, IBABELLA BETHUNE, Ambleside, Wostmorland Aug 24 Laces & Co, Liver-

Dool
LAUGHLAND, JAMES, Breadlands rd, Highgate Sept 30 King & Co, Cannon at
MAGEAY, ALEXANDER MACKESHE, L me at Sept 30 King & Co, Cannon at
MAGGS, FELIX HENRY, South Mor Aon, nr Wallingford, Berks, Farmer Sept 12 Hatt,

Oxford
MANDERS, JANE, Scarborough Sept 9 Hart & Munby, Scarborough
MASON, ISABEL LANGEISH, Cranworth gdns, Brixton Sept 9 King & Co, Cannon st
MIRFIN, MARGARET ALICE, Pendleton, Salford, Lance Sept 16 Farrar & Co, Man-

ctester NASH, ALFRED, Higham, Kent Sept 29 Basset & Boucher, Rochester NEWLOVE, ROSA AMELIA ROAKE, Cambridge rd, Bromley, Kent Søpt 9 Baynes, Bexley

NEWLOVE, ROSA AMELIA ROAKE, Cambridge rd, Bromley, Kent. Sept. 9 Baynes, Bearly Heart.
PERRINS, ALFRED, Woodchester, nr Stroud Glos Sept. 12 Winterbotham & Soss, Stroud, Glos
PERRINS, PENNINAH, Woodchester, nr Stroud, Glos Sept. 12 Winterbotham & Sons, Stroud, Glos
PROTT, CATHERINE, Folkestone Sept. 19 Farrer & Co., Lincoln's Inn fie'ds
RIGHARDSON, JAMES, Jarrow, Durham Sept. 39 Stobo & Livingston, Jarrow
ROSLER, JOHN, Mitcham, Surroy, Labourer Sept. 1 Arnold & Jubism, Dove court, Old Journ

Old Jewry SHILLAKER, ELLEN, Market Deeping, Lincoln Sept 15 Sharpe & Co, Market

Deeping Smith, Thomas, Cowling, Yorks Aug 25 Sugden & Co, Keighley Smith, Thomas, Cowling, Yorks Aug 25 Sugden & Co, Keighley STERN, LOUIS, Princes av, Muswell hill Sept 11 Oppenheimer, Finsbury sq TOREY, SARAH, Market Deeping, Lincoln Sept 15 Sharpe & Co, Market Deeping WILLOCKES, WILLIAM HENEY, Choriton cum Hardy, Manchester Sept 12 Lambert & Smith, Manchester

Co, Aldermanbury Co, Al

London Gazette,-TURSDAY, Aug 15.

BATSTONE, CICELY MARGARET, Paignton, Devon Sept 18 Michell, Wellington, Somer-BRADLEY, JOSEPH, Preston, House Painter Oct 11 Houstonn, Duchy of Lancaster

Omce, London BUCKLEY, WILLIAM HENRY, Rusholme, Manchester, JP Sept 23 Heath & Sons, Man-

CAMERON, LUCY, Leeds Sept 30 Cousins & Fietcher, Leeds CORBEIDER, JOHN, Bolton, Rag Merchant Sept 14 Ealahaws, Bolton CORY, HENRY, Plymouth Sept 21 Feterson, Holsworthy, Devon

BAIL
3
BIRD
h
BIRD
F
BLAR
P
CROOL HARR B HORT G HUGH

PLAYI

SHARI BPARE M

TURNI

CR DR RD EL FII

Gn

HAI

HOR HUT

WORN Ame Longs

BRLLAI

CRISP, MARTHA, Bridge at, Kilburn Sept 19 Noon & Co, Great St He'en's DE GEX, FRANCES, Bath Sept 12 Foster & De Gex, Eaymond bligs, Gray's inn Edwards, Sarkis, Manchester Sept 11 Scholes & Farrington, Manchester Fillagen, Ashris, Manchester, Shipping Merchant Sept 28 Sale & Co, Manchester FIRLBURG, Major-General HENRY TERRICK, Ha-socks, Sussex Sept 10 Fitzhugh & Co, Brighton GIBBS, FREDERICK, Fairford, Glos Sept 14 Treasure, Gloucester GOODMAN, EDWIN, New Bouthgate Sept 16 Anderson & Sons, Ironmonger in Manchester Harrison, Alice Ogston, St Mary's, Bramber, Sussex Sept 12 Kennedy & Co, Clement's inn, Strand

inu, Strand Hartlet, Ann, Cross Roads, nr Keighley, Yorks Sept 15 Spencer & Co, Keighley Heffernam, Ellen Mart, Brighton Sept 30 Sydney, Fissbury pymt HENERST, THERESA ELIZA STAFFORD, Hove, Sussex Sept 14 Gordon & Marley, Broad

HORNING, JAMES HENRY, Leyton, Essex, Cowkeeper Sept 9 Drury & Co, Lea Bridge rd,

Honning, James Herry, Leyton, Rasca, Conacton Layton Hutchings, Alfred, Newcastle upon Tyne, Commercial Traveller Sept 20 Layue, Newcastle upon Tyne Joyce, Esthers, Caterham Valley Sept 15 Routh & Co, Southampton st, Bloomsbury Kerferd, Mary Anne, New Brighton, Chester Sept 15 Finca & Jenning, Gray's

LIGHTFOOT, SARAH, Newcastle upon Tyne Sept 14 Richardson & Elder, Newcastle upon Tyne

MARTIES, JOSE ANTONIO, (Baron de Monte Cordova), Santo Thyreo, Fortugal Sept 22 Paines & Co., St Helou's pl MERSON, CHARLOTTE ELIZABETH, South Molton, Devon Sept 20 Hisfe & Co, Bedford

NEWALL, ANN HARRIET, Cheadle Hulme, Stockport Sept 23 Innes, Manchester REYNOLDS, MARY, Broadwell, Gloucester Sept 11 Brown, Burford, Oxon ROLT, BLIZABETH SARAH, Harbiedown, nr Canterbury, Kent Sept 12 Dimond & Son, Weibrek st. Cavendish s; SAWYER, JOHN, Scarborough, Chartered Accountant Oct 10 Robinson & Blaber, Phil-

pot in Shaw, Jane Anne, Austerlands, Saddleworth, Yorks Sept 12 Berry, Manchester Staff, Margaret, Lowestoft Sept 15 Brisgman & Co, College hill, Cannon at Stocks, Ben, Huddersfield, Architect Sept 30 Ramaden & Co, Huddersfield Stroken, William, likley, Yorks Sept 15 Barr & Co, Leeds Towler, William, Romers James, Lyndhurstrd, Peckham Sept 30 Burton & Sou, Bank chmbr Blockfriers rd

Blackfriars rd

Blackfriars rd
WHITE, CHARLES EGWARD, Holmesdale rd, Croydon, Surrey, Wine Retailer Sept 25
Eyre & Co, John st, Bedford row
WILDY, JOHN, Armley, Leeds, Builder Sept 11 Lupton & Fawcett, Leeds
WOODWARD, JESSIE, Worcester Sept 10 Field & Co, Liverpool

hove wing

n

OFE V

pt 16 et & pt 9

dford Man-

marle

th

orth Evams

teele. , old Liver

Hatt.

Bexley

court. farket

bert & idle &

Man

Bankruptcy Notices.

London Gossile.—Turbal, Aug. 8.

London Gossile.—Turbal, Aug. 8.

Alg. 5 Ord Aug. 5

Balley, Leonard, Aug. 8.

Boulder You'll Pet Aug. 9 Ord Aug. 3

Balley, Leonard, Rock Ferry, Chester, Estate Agent Birkenhead, Pet June 14 Ord Aug. 3

Balarey, Abrilley, Carbeiter, Dirkenhead, Dealer in Antiques Aug. 21 st. 18 is, Bedford row

Mar. 17 Ord Aug. 4

Laway, John, South Ferry, Chester Birkenhead, Dealer in Antiques Aug. 21 st. 18 is, Bedford row

Mar. 17 Ord Aug. 4

Laway, John, South Ferry, Estate Agent Birkenhead, Dealer in Antiques Aug. 21 st. 18 is, Bedford row

Turo Pet Aug. 9 Ord Aug. 9

Rarning, Leonard, Leonard, Leonard, Carbeiter, Abrilley, Carbeiter Day, William, Benshall, Notts, Plumber, Bridgwater Pet Aug. 3 Ord Aug. 9

Nottingham Pet July 18 Ord Aug. 4

Barningham Pet July 18 Ord Aug. 6

Nottingham Pet July 29 Ord Aug. 9

Nottingham Pet July 29 Ord Aug. 9

Pet Aug. 1 Ord Aug. 4

Royana, Leonard, Leonard, Leonard, Carbeiter, Aug. 10 at. 10 off Rec. 1, Princes st. Turo

Off Rec. 12, Princes st. Turo

Aug. 22at. 11 Bankruptey bldgs, Carey st. Aug. 21 at. 10 off Rec. 12, Princes st. Turo

Aug. 22at. 11 Bankruptey bldgs, Carey st. Aug. 12 at. 10 off Rec. 12, Princes st. Turo

Aug. 21 at. 12 off Aug. 13 Jankson, Captain Jonn, Wilgmore st. Aug. 10 at. 10 off Aug. 3

Nottingham Pet July 18 Ord Aug. 9

Nottingham, Turbal, Leonard, Leonar

Brighton Pet June 27 Pet Aug 4
HORTON, JOSEPH, Stallin borough, Lincoln Great
Grimsby Pet Aug 1 Ord Aug 3
HUGHES, ROBERT CLEMENT, Hastings, Manufacturer of
Artificial Teeth Has ings Pet Aug 4 Ord Aug 4
PLAYER, JOHN, South Norwood, Surrey, Greengrocer
Croydon Pet Aug 1 Ord Aug 3
SHARPLES, JOSEPH (the younger) Crosby, Lancaster
Builder Liverpool Pet July 14 Ord Aug 3
SPARROW, HERBERT JOHN, Ramsbottom, Lancs, Hay
Merchant Bolt on Pet July 20 Ord Aug 3
TURNER, ROBERT POAT, Frome, Somersat, Outfitter
Frome Pet Aug 3 Ord Aug 3
WORNELL, JOHN (Jun), Swansea, Architect Swansea
Pet Aug 4 Ord Aug 4
Amandad Notice substituted for that published in the

Amended Notice substituted for that published in the London Gazette of July 21:

Longson, James Henry, Stockport, Cheshire Painter Stockport Pet July 19 Ord July 19

London Gazette.-PRIDAY, Aug. 11.

RECEIVING ORDERS.

BAKER, JOHN, CIACTON ON BER, Wholesale Stationer Colchester Pet Aug 8 Ord Aug 8
BELLARY, PERCY RICHARD, Thoraton 1e Fylde, Lancaster Farmer Preston Pet July 26 Ord Aug 8
CLAIME, CHARLES FARDENICK, West Bridgford, Notte, Cabinet Maker Nottingham Pet Aug 8 Ord Aug 8
CRIPWELL, PERCY, Nottingham, Off Beer Licentee Derby Pet Aug 2 Ord Aug 3
DAERY, ELIZABERH, Birmingham, Wardrobe Dealer Birmingham Pet July 26 Ord Aug 9
BOWARDS, WILLIAM, Rugby, Butcher Coventry Pet Aug 5
Ord Aug 6
BYLMS, GROOGE, Clapham, Builder Wandsworth Pet Aug 5 Ord Aug 5
FITZWILLIAM, ERIC SPENCER WESTWORKE, Jermyn et High Court Pet June 2 Ord Aug 4
GANYMS, WILLIAM, Exceer, Ladies' Tailor Excest Pet Aug 2 Ord Aug 8
HERSE, HARNY THIER AUG KINDER, MICHAEL SECHET, LADIES' TAILOR EXCEST PET AUG 2 Ord Aug 8

Aug 8
STEERS, GEORGE WILLIAM, Bensham In, Croydon, Hairdresser Croydon Pet Aug 8 Ord Aug 8
TRAPERLL, ACQUETE, and WILLIAM SYDNEY STAYT TAYLOR.
B istol, Coal Owners Bristol Pet Jule 21 Ord

Aug 8
VICKERS, FARDERHOK, Manchester, Electrical Engineer
Manchester Pet Aug 9 Ord Aug 9
WHITTAKER, WILLIAM EWART, Chorley, Lancs, Bootmaker
Bolton Pet Aug 5 Ord Aug 5
WOODS, H. Hayes cres, Golders Green, Builder Barnet
Pet July 4 Ord Aug 9

BILL, GROROE, Old Trafford, Manchester, Fancy Goods Agent Aug 19 at 11 Off Rec, Byrom st, Manchester Blakkelby, Armus Cartlics, Liverpool Aug 22 at 12 Off Rec, 35, Victoria st, Liverpool Aug 22 at 12 Off Rec, 35, Victoria st, Liverpool Aug 22 at 12 Off Rec, 35, Victoria st, Liverpool Aug 22 at 11 Off Rec, 35, Victoria st, Liverpool Aug 22 at 11 Off Rec, 35, Victoria st, Liverpool Aug 22 at 11 Off Rec, 35, Victoria st, Liverpool Aug 22 at 11 Off Rec, 35, Victoria st, Liverpool Aug 22 at 11 Off Rec, 35, Victoria st, Liverpool Aug 21 at 11 Off Rec, 35, Victoria st, Liverpool Aug 21 at 11 Off Rec, 35, Victoria st, Liverpool Butcher Aug 23 at 11 Off Rec, 35, Victoria st, Liverpool Fitzellulam, Esio Brascas Wartworm, Jermyn st Aug 21 at 12 Bankruptop bidgs, Carey st Gincar, Habar T, High rd, Kilburn, Butcher Aug 21 at 1 Bankruptop bidgs, Carey st Halley, John Hersey, Guiseley, Vorks, Waste Manufacourer Aug 30 at 3 Off Rec, Duke st, Darley st, Bradford Hernings, Edwin Herney, Studley, Warrwickshire, Farmer Aug 31 at 12 at 12 bo 06 Wesse Chicard Conservation.

High Court Fee Sunds Tailor Exeter Pet Aug 2 Ord Aug 8

Giscorn Feet July 12 Ord Aug 4

Exeter Ladies Tailor Exeter Pet High Court Pet July 12 Ord Aug 4

Exeter Pet High End ord High Feet High Court Pet July 12 Ord Aug 4

Bolton

ADJUDICATIONS.

Baker, John, Clacton on Sea, Essex, Wholesale Stationer Coichester Pet Aug 8 Ord Aug 8

Bord, Charles Alfred, Nottingham, Mineral Merchant Nottingham Pet May 10 Ord Aug 5

Boows, Edward Groones, Hertford rd, Lower Edmonton, Builder Edmonton Pet July 19 Ord Aug 3

Catiwell, Parcy, Nottingham, Off Beer L'censee Darby Pet Aug 2 Ord Aug 8

Curring, Thomas, Bath, Cab Proprietor Bath Pet July 25 Ord Aug 8

Davies, David Rhys Howvary, Llandilo, Carmarthen Carmarthen Pet June 9 Ord Aug 2

Edward, William, Rugby, Butcher Coventry Pet Aug 5 Ord Aug 8

Eyles, Groones, Abbeville rd, Clapham, Builder Wandsworth Pet Aug 5 Ord Aug 5

Fellows, William John, Liverpool, Butcher Liverpool Pet July 19 Ord Aug 5

Gasthes, William John, Liverpool, Butcher Liverpool Pet July 19 Ord Aug 5

Gasthes, William, Exeter, Ladies Tailor Exeter Pet Aug 2 Ord Aug 9

Haward, Walliam Borter, Hampstead High Court Pet July 29 Ord Aug 9

Holland, Edward Forter, Louis Burlon, Dorset, Builder Yeovi Pet Aug 9 Ord Aug 9

HULLAD, Francis, Eliastone, Staffs, Farmer Burton on Trent Pet July 29 Ord Aug 9

JURG, Jacots, Edward Staffs, Hampstead High Court Pet July 20 Ord Aug 9

JURG, Jacots, Edward Staffs, Farmer Burton on Trent Pet July 20 Ord Aug 9

JURG, Jacots, Edward Staffs, Farmer Burton on Carlinds, Hatters Curlis Pet July 21 Ord Aug 9

Laser, Alphysic Ord July 29

Laser, Alphysic Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Aug 8 Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Aug 8 Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Betters Carlisie Pet July 21 Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Aug 9 Ord Aug 9

Pet Betters Carlisie Pet July 21 Ord Aug 9

Pet Aug 9 Ord

THE LICENSES INSURANCE CORPORATION AND GUARANTEE

24. MOORGATE STREET, LONDON, E.C. ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS-LICENSED PROPERTY.

SPECIALISTS LICENSING

Upwards of 650 Appeals to Quarter Sessions have been conditionated appeals of the Corporation. have been conducted under the

Pet June 30 Ord Aug 9 VIVIAN, MAROGART CORDELIA, Maitland Park rd, Spinster High Court Pet May 3 Ord Aug 5 WHITTAKEN, WILLIAM EWART, Chirley, Lames, Bootmaker Bolton Pet Aug 5 Ord Aug 5

London Gazet'e. - TUESDAY, Aug 15. RECEIVING ORDERS.

ALIAMAKIAN & Co M, Manchester, Marchanta Manchester Pet June 21 Ord Aug Lo Ashley, John William, Louth, Engineer Great Grims-by Pet Aug 9 Ord Aug 9

ERVIS, WILLIAM JOSEPH, Southsea, Hants Pork Butcher Portsmouth Pet Aug 11 Ord Aug 11 Bradt, Grorge, Hikley, York, Commission: Agent Loeds Pet Aug 10 Ord Aug 10

BROWN, GRORGE, Pontefract, Pet Aug 11 Ord Aug 11 t. Commission Agent Walfield

ret Aug 11 Ord Aug 11

CARLYON, ARTHUR DUNCOMBE, Pontycymmer, Glam,
COlliery Haulier Cardiff Fet Aug 11 Ord Aug 11

CHERER, WALTER, Bols ver, nr Chesterfield, Fish Merchant

Nottingham Fet Aug 11 Ord Aug 11

CREETF, F, Upper Tooting Wandsworth Fet July 21

Ord Aug 10

DAVIS, JOSEPH, Leeds, Tailor Leeds Pet Aug 10 Ord Aug 10

EATON, SAMUEL GEORGE, Godalming, Stationer Guildford Pet Aug 12 Ord Aug 12

Fet Aug 12 Ord Aug 12
FAULENER, SAMUEL, Leicester, Coal Merchant Leicester
Fet Aug 12 Ord Aug 12
FORD, CLAUDE JOHN EVELYN, Rugby, Tobacconist
Coventry Fet Aug 12 Ord Aug 12

COVERTY POLAUS 12 Ord Aug 12
GILLINGWATER, ALFRED, Dep'ford, Kent, General Dealer Greenwich Pet Aug 9 Ord Aug 9
GOLDSELLER, JULIUS, Manchester, Stockbroker Manchester Pet July 19 Ord Aug 10
GRAY, ALFRED, Bolton, Grocer Bolton Pet Aug 9 Ord

Aug 9

Aug 9

HARRIS, WALTER GEORGE, Stratford, Essex, Contractor High Court Pet Aug 10 Ord Aug 10

HEASMAN, WILLIAM, Ruvigny gdns, Patney, Tin Box Maker High Court Pet Aug 11 Ord Aug 11

HIGGINS, CLAERECE JOHN, Hanwood, Salop, Butcher Shrewabury Pet Aug 1: Ord Aug 10

HIMMENS, ALFRED, Bucks Horn Oak, nr Farnham, Hants. Grocer Winchester Pet Aug 11 Ord Aug 11

HIDDS, THOMAS, Nottingham, Hawker Nottingham Pet Aug 11 Ord Aug 11

Aug 11 Ord Aug 11
JAMES, FREDERICK SEWELL CULVES, Leadenhall at High
Court Pet July 19 Ord Aug 11
JOHNSON, JAMES PRACOCK, Darlington, Builder Stockton
on Tees Pet Aug 10 Ord Aug 10
JONES, EVAN, Parc, Gwalohmai, Anglesey, Butcher Baugor
Pet Aug 11 Ord Aug 11

KEMPE, LEOPOLD HEITSKICH, Beechwood av, Kew gdns, Surrey, Financial Agent Ord Aug 11 KITILE, AMBROSE WILLIAM, York rd, Batterses, Green-grocer Wandsworth Pet Aug 11 Ord Aug 11 LEAT, MARY, Exeter Haulier Exeter Pet Aug 11 Ord

Aug II
LENG, BOUGLAS HARRY, Goole, Genta' Outfitter Wakefield
Pet Aug 9 Ord Aug 9
LUNDY, ALBRET JAMBS, Great Grimsby, Watchmaker
Great Grimsby Pet Aug 9 Ord Aug 9
MASOR, WILLIAM MIGHAEL, Sheffield, Bookkeeper Sheffield Pet Aug 12 Ord Aug 12

field Pet Aug 12 Ord Aug 12
OLIVER, FRIDERICK CHARLES LWNS, Hastings, Greengrocer Hastings Pet Aug 10 Ord Aug 10
EXMSHAW, WILLIAM KENNEDY, Mansfield, Notts, Yeast Dealer Nottingham Pet July 28 Orl Aug 11
ROWE, WILLIAM EDWARD, Leiston, Suffolk, Blacksmith Ipswich Pet Aug 12 Ord Aug 12
SHAKESPEARE, WILLIAM LEWIS, Sheffield, Pattern Maker Sheffield Pet Aug 10 Ord Aug 10
SIMPSON, EGWAED, Newmarket, Stationer's Assistant Cambridge Pet Aug 12 Ord Aug 12

ROFES, James, Stanton, Suffield Wheelwright Bury 8t
ESMUNDA Pet Aug 5 Ord Aug 5
SCUDAMORS, ALFRED, Bath, Baker Bath Pet Aug 6 Ord
Aug 8
STUBSE, GRODGE WILLIAM, Croydon, Surrey, Hairdresser
Croydon Pet Aug 8 Ord Aug 8
Timelier, John Douglas Madden, Teignmouth Exeter
Fet June 20 Ord Aug 9

RMITH, GORDON, and FREDERICK HERBERT SMITH, EpsomSurrey, Builders Croydon Pet July 19 Ord Aug 11

TAYLOR, Robert FENN, Soham, Cambs, Coachbuilder
Cambrige Pet Aug 10 Ord Aug 10

WORTHINGTON, RALPH, Heaton, Newcastle upon Tyne,
Traveller Newcastle upon Tyne Pet Aug 11 OrdAug 11

Amended Notice substituted for that published in the London Gazette of Aug 1:

THORNE, THOMAS BESLEY HOUGHTON, Gloucester a Warwick sq High Court Pet May 26 Ord July 27 Amended Notices substituted for those published in the

London Gazette of Aug 8

NORTOR, JOSEPH, Stallingbrough, Lincoln Great Grimsby Pet Aug 3 Ord Aug 5 STRANOE, ARTHUR PERCIVAL, Farebam, Hants, Fish-monger Portsmouth Pet June 30 Ord Aug 2

London Gazette.-TUESDAY, Aug 15.

RECEIVING ORDER RESCINDED.

WELCH, E. B., Lancaster pl, Strand High Court Pet July 5 Ord July 27 Resc Aug 10

London Gazette. - TUREDAT, Aug 15. FIRST MEETINGS.

ASHLEY, JOHN WILLIAM, Louth, Engineer Aug 23 at 10.30 Off Rec. St Mary's chmbrs, Great Grimshy

BARES, JOHN, Clacton on Sea, Wholesale Stationer Aug 21 at 12.30 Off Rec. 30, Princes at, Ipswich BRADY, George, Histoy, Yorka, Commission-Agent Aug 23 at 3 Off Rec. 24, Bond at, Leeds BROW, EDWARD BERGER, Hertford rd, Lower Edmonton,

Builder Aug 24 at 3 14, Bedford row

CROOK, SINNEY JAMES, Middlezoy, Somerset, Hay Cutter Aug 23 at 12.15 Off Rec, 26, Baldwin st, Bristol CUTTING, THOMAS, Bat t, Cab Proprietor Aug 23 at 11.30 Off Rec, 26, Baldwin st, Bristol

DALBY, ELIZABETH, Birmingham, Wardrobs Dealer Aug 20 at 12 Ruskin chmora, 191, Corporation st, Birming-DAVIS JOSEPH, Leeds, Journeyman Tailor Aug 23 at 3.30 Off Rec, 24, Bond at, Leeds

Off Rec, 24, Bond 85, Leeds

EYLES, GEORGE, Abbeville rd, Clapham. Builder Aug 23

at 12 132, York rd, Westminster Bridge rd

GILLINGWATER, ALFRED, Deptford, Kent, General Dealer
Aug 23 at 11.30 132, York rd, Westminster Bridge rd

GOODMAN, DAVID, Leicester, Printer Aug 23 at 3 Off

Rec, 1 Berridge st, Leicester

GRAY, ALFRED, Bolton, Groser Aug 25 at 12 Off Rec, 19,

Exchange st, Bolton

Exchange st, Bolton

Harris, Walter Gborge, Stratford, Essex, Contractor
Aug 23 at 11 Bankruptcy blugs, Carey st

Heasman, William, Ruvigny gdrs, Tin Box Maker
Aug 23 at 12 Hankruptcy bidgs, Carey st

Higginsdottom, Edwin, Man-hester Blouse Manufacturer
Aug 23 at 10 Gf Rec, Byrom st, Manchester

Higgins, Clarrick John, Hanwood, Sa op, Butcher
Aug 25 at 11.30 Off Rec, 22, Swam hill, Shrewburgh

Hoghes, Robert Clenkry, Hastings, Manufacturer of
Artificial Tecth Aug 23 at 2.30 Off Rec, 12A, Marlberough pl, Brighton

Hutton, J. Hiord, Essex, Builder Aug 24 at 12 14, Bedford row.

ford row

JAMES, FREDERICE SEWELL CULVER, Leadenhall at Aug 26 at 11 Bankruptcy bldgs, Carey st

KEMPE, LEOPOLD HEINEICH, Beechwood av, Kew Gardens, Financial Agent Aug 23 at 12 Bankruptcy bidgs. Carey st

SON, JOHR GREGORY, Whitehurch, Salop Cabinet Maker Aug 23 at 12.15 Off Rec, King st, Newcastle,

Maker Aug of Staffordshire Lens, Douglas Harry, Goole, York, Gent's Outfitter Aug 25 at 3 Off Rec, 6, Bond ter, Wakefield LUNDY, ALBERT JAMES, Great Grimsby, Watchmaker Aug 23 at 11 Uff Rec, St Mary's chmb s, Great Grimsby

OLIVER, FREDERICK CHARLES LEWIS, Hastings, Green-grover Aug 23 at 2.45 Off Rec, 12A, Mariborough pl

Brighton PEARSON, PERCT H, King's Heath, Agent Aug 25 at 11.30 Rugkin chmbrs, 191, Corporation st, Birmingham

PESKETT. GEORGE HARRY, Chichester, Tailor Aug 23 at 3 Off Rec, 12A, Marlborough pl, Brighton RICHARDSON, HENRY, Hastings, Sussex, Gr. cer Aug 23 at 2 Off Rec, 12A, Marlborough pl, Brighton STUBBS, GEORGE WILLIAM, Croydon, Surrey, Hairdresser Aug 25 at 11 132, York rd, Westminster Bridge rd STRANGS, RATHER PRECIVAL, Fareham, Hants, Fishmonger Sept 5 at 3 Off Rec, Cambridge Junc, High st, Portspending

TURNER, ROBERT POAT. Frome, Outfit 11.46 Off Rec, 26, Haldwin st, Bristol Outfitter Aug 23 at

11.46 Off Rec., 26, Baldwin st, Bristol
VICKERS, FREDERICK, Manchester, Electrical Engineer
Aug 23 at 3.30 Off Rec, Byrom st, Manchester
WHITTAKER, WILLIAM EWART, Chorley, Bootmaker Aug
25 at 11 Off Rec., 19, Exchange st, Bolton
WOOD, ADEANE GENT, Bristol, Soliciter Aug 23 at 12
Off Rec., 26, Baldwin st, Bristol
WORNELL, JOHN (Jun), Swansea, Architect Aug 25 at 11
Off Rec., Government bidge, 8t Mary's st, Swansea
WORTHINGTON, RALPH, Heaton, Newcastle upon Tyne,
Traveller Aug. 23 at 12 Off Rec., 20, Mosley st,
Newcastle upon Tyne

ADJUDICATIONS.

ASHLEY, JOHN WILLIAM, Louth, Engineer Great Grimsby Pet Aug 9 Ord Aug 9

BEVIS, WILLIAM JOSEPH, Southsea, Hants, Pork Butcher Portsmouth Pet Aug 11 Ord Aug 11 BOSWALL, THOMAS RANDOLPH HOUSTOUN, Norfolk st, Strand, Advertising Contractor High Court Pet May

3 Ord Aug 10

3 Ord Aug 10
BROWN, GEORGE, Pontefract, Yorks, Commission Agent
Wakefield Pet Aug 11 Ord Aug 11

CARLYON, ARTHUR DUNCOMBE, Fontycymmer, Glam, Colliery Haulier Carolif Pet Aug il Ord Aug il CHERRY, WALTER, Bolsower, nr Chesterfield, Fish Merchant Nottingham Pet Aug il Ord Aug il DALBY, ELIZABETH, Birmingham, Wardrobe Dealer Birmingham Pet July 26 Ord Aug 10

mingham Pet July 20 Ord Aug 10
DAYIS, JOSHPH, Leeds, Journeyman Tallor Leeds Pet
Aug 10 Ord Aug 10
FAULKNER, SAMUEL, Lelicester, Coal Merchant Leicester
Pet Aug 12 Ord Aug 12
FORD, CLAUDE JOHN EVELYN, Rugby, Tobacconist
Coventry Pet Aug 12 Ord Aug 12
GILLINGWATER, ALFRED, Deptford, Kent, General Dealer
Greenwich Pet Aug 9 Ord Aug 9
GRAY, ALFRED, Bolton, Grocer Bolton Pet Aug 9 Ord
Aug 9

Greenwise Teva.

Gray, Alfred, Bolton, Grocer Bolton Pet Aug 9 Ord Aug 9

Hassman, William, Ruvigny gdns, Putney, Tin box Maker High Court. Pet Aug 11 Ord Aug 11

High Court. Pet Aug 11 Ord Aug 11

High Court. Pet Aug 10 Ord Aug 10

Himmens, Alfried, Bucks Horn Oak, nr Farnham, Hants, Grocer Winchester Pet Aug 11 Ord Aug 11

Horsman, William James, and Henny John Horsman, Portobolio rd, Notting Hill High Court. Pet July 3 Ord Aug 11

HURST, William Thomas, Toddington, Bedford, Farmer Luton Pet June 15 Ord Aug 12

Hyde, Thomas, Nottingham, Hawker Nottingham Pet Aug 11 Ord Aug 11

Johnson, James Peracock, Darlington, Builder Stockton on Tees Pet Aug 10 Ord Aug 10

Jones, Evan, Gwalchmai, Anglesea Butcher Bangor Pet Aug 11 Ord Aug 11

Kempe, Leopold Heinrich, Beechwood av, Kew Gardens, Financial Agent. High Court. Pet Aug 11 Ord Aug 11

Kempe, Leopold Heinrich, Beechwood av, Kew Gardens, Financial Agent. High Court. Pet Aug 11 Ord Aug 11

Liverte, Ambrose William, York rd, Battersea, Green-

Financial Agent High Court Pet Aug 11 Ord Aug 11 KITTLE, AMBROSE WILLIAM, York rd, Battersea, Green-grocer Wandsworth Pet Aug 11 Ord Aug 11 LEAT, MARY, Excter, Haulier Excter Pet Aug 11 Ord

LEAT, MAEY, Exeter, Haulier Exeter Pet Aug 11 Ord
Aug 11
LESSON, JOHN GREGORY, Whitchurch, Salop, Cabinet
Maker Nantwich and Crewe Pet Aug 9 Ord Aug 13
LENG, DOGLAS HAREY, Goole, Yorks, Gent's Outfitter
Wakefield Pet Aug 9 Ord Aug 9
LUNDY, ALBERT JAMES, Great Grimsby, Watchmaker
Great Grimsby Pet Aug 9 Ord Aug 9
MCKECHNIE, ARCHIBALD EDWARD, Colville ter, Bayswater
Merchant High Court Pet May 23 Ord Aug 10
MASON, WILLIAM MICHAEL, Sheffield, Bookkeeper Shefield Pet Aug 12 Ord Aug 2
NORMAN, ROBERT EDWARD PIGOTT, Mornington av mans,
West Kensington High Court Pet Peb 12 Ord
Aug 10

NORMAN, ROBBER 2019 High Court Pet Feb 18 Ord Aug 10
RANDELL, JACK G, Southwater, ISussex Brighton Fet June 21 Ord Aug 10
RENSHAM, WILLIAM KENNEDY, M msfield, Notts, Yeast Dealer Nottinaham Fet July 28 Ord Aug 11
RICHARDSON, EDWIN JOSEPH, Brook at, Grouvenor 80, Dentist High Court Pet May 20 Ord Aug 11
ROBINS, THOMAS, March, Huddersfield, Scholmaster Huddersfield Fet July 21 Ord Aug 11
ROWE, WILLIAM EDWARD, Leiston, Sunfolk, Blacksmith Ipswish Pet Aug 13 Ord Aug 12
SHAKESPEARE, WILLIAM LEWIS, Sheffield, Pattern Maker Sheffield Pet Aug 10 Ord Aug 10
SIMPSON, Edward, Newmarket, Cambs, Stationer's Assist tant, Cambridge Pet Aug 12 Ord Aug 12
TAYLOR JOHN FREDERICK WILLIAM BLAKE, Loudon Wall, General Merchant High Court Pet June 20 Ord Aug 11

General Merchant High Court of the Aug 11
TATLOR, BOBERT FERN, Sobam, Cambs, Coachbuilder Cambridge Pet Aug 10 Ord Aug 11
VICKERS, FERDERICK, Manchester Et Ricctrical Engineer Manchester Pet Aug 9 Ord Aug 11
WORTHINGTON, R.LPH, Heaton, Newcastle upon Type, Traveller Newcastle upon Type Pet Aug 11 Ord Aug 11

Amended Notice substituted for that published in the London Gazette of Aug 8:

NORTON, JOSEPH, Stallingborough, Lincoln Great Grims-by Pet Aug 3 Ord Aug 3

202nd Year of the Office.



The Oldest Insurance Office in the World.

OFFICE FOUNDED 1710.

HEAD OFFICE

63, THREADNEEDLE ST., E.C. insurances effected on the following risks:-

FIRE DAMAGE.

RESULTANT LOSS OF RENT AND PROFITS. EMPLOYERS' LIABILITY and PERSONAL ACCIDENT. WORKMEN'S COMPENSATION, SICKNESS and DISEASE, including ACCIDENTS TO BURGLARY,

DOMESTIC SERVANTS. PLATE GLASS. FIDELITY GUARANTEE.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

23 at reaser rd longer Ports-

Aug at 12 at 11 at 11 a Tyne, y st,

msby tcher k st, t May

lam,

Bir-

Pet ester onist ealer Ord laker tcher

MAN, aly 3 rmer

kton
r Pet
dens,
Ord
reenOrd
oinet
ag 12
ditter
aker
aker
ord
Ord
Pet

east
sq,
sster
mith
aker
sist
Vall,
Ord
ider
neer
yne,
Ord